

City of Flint
City Hall
Department of Community and Economic Development
North Building, Room N102
1101 S. Saginaw St.
Flint, Mi 48502

INVITATION TO BID

July 20, 2011

Sealed bids for **REPAIRS TO OCCUPIED HOMES UNDER THE CITY-WIDE EMERGENCY PROGRAM** for the City of Flint Department of Community Development are being accepted.

Sealed bids must be delivered to the:

Department of Community and Economic Development
North Building, Room N102
Flint, Michigan 48502
Phone (810) 766-7436

ATTENTION: Jacqueline Foster, Program Development and Operations Administrator

ON OR BEFORE 4:30 PM, Monday, AUGUST 8, 2011.

SUBMIT ORIGINAL AND FIVE (5) COPIES. Bids received after 4:30 PM of the date they are due will not be accepted or will be marked late, and retained unopened.

Bids will be registered and sorted at the Department of Community and Economic Development, North Building, Room N102, 1101 S. Saginaw Street., Flint, Michigan 48502. **They will be opened at the same location, at 10:00 AM on August 9th, 2011.**

Addenda, clarifications and changes to the bid documents will be available at www.cityofflint.com/dced.

Additional information regarding this bid or any questions can be answered by contacting Jacqueline Foster, Department of Community and Economic Development, City of Flint, preferably by e-mail at, jfoster@cityofflint.com.

SINCERELY,

Jacqueline Foster, Program Development and
Operations Administrator



**CITY OF FLINT
Department of Community
And
Economic Development**

REQUEST FOR BIDS

July 20, 2011

*Housing Rehabilitation Contractors
City-Wide Emergency Repair Program*

Important Dates

***Responses Due: August 8, 2011
Award of Contract(s): September 2, 2011
Project Start Date: Upon Contract Award***

City of Flint
Department of Community and Economic Development
1101 S. Saginaw St.
Flint, MI 48502
(810) 766-7436

BIDDERS CONFERENCE SUMMARY FORM

1. Properties and their specifications must be viewed and retrieved at the DCED office between the hours of 8:00 AM through 5:00 PM, Monday through Friday. Bidders should review all packages and select the packages on which they choose to bid. Contractors may only bid on up to two (2) groups of properties. Once the bidder selects the properties, a copy of the specifications and contact information for the homeowners will be given to the bidder. The bidder will be required to sign for receipt of the documents. ***Visits to the homeowner sites are required to develop the best bid.***
2. The City intends to repair a number of units of housing the above referenced through the program. In an effort to expedite the completion of the repairs, the City is requesting that contractors bid on units in groups of seven (7). It is the City's intention to use more than one (1) contractor.
3. This RFB is for the City-Wide Emergency Repair Program (CWE). The specific goal of this program is to assist homeowners with emergency repairs. Emergency situations addressed by the CWE program include: roof repairs/replacements; furnace repairs; plumbing; and electrical problems. Repairs are provided to low-to-moderate income families, who are homeowners, and who reside within the City of Flint. Qualified residents have been identified and environmental clearance has been obtained for all properties in the bid packages.
4. The DCED discovered that some of the specifications contained items listed for repair that are non-emergencies. Those copies have been redacted so that contractors will not bid on items that are non-emergencies and ineligible for repair.
5. Contractors must personally inspect the work site. Sites will be available for inspection, by appointment with homeowners, during the Bid period (Monday through Saturday between the hours of 9:00 AM and 6:00 PM). **Contractors must establish their own appointments with homeowners.** The City will contact homeowners by mail regarding the Contractor Site Inspection requirement.
6. All required documents must be returned for the bid to be responsive.

SECTION I

BID INFORMATION

Housing Rehabilitation Contractors City-Wide Emergency Repair Program

The City of Flint, through its Department of Community and Economic Development (DCED), is seeking professional housing rehabilitation contractors to provide rehabilitation/repair services for residents of the City of Flint. The City will enter into a contract with the individual(s) or firms selected to provide these services specifically for the DCED's City-Wide Emergency Repair Program. The City invites Bids from qualified firms or individuals to provide these services.

The City intends to repair a number of units of housing the above referenced through the program. In an effort to expedite the completion of the repairs, the City is requesting that contractors bid on units in groups of seven (7). It is the City's intention to use more than one (1) contractor.

This RFB is available in The Department of Community and Economic Development and also on the City's website at www.cityofflint.com/dced.

EQUAL EMPLOYMENT OPPORTUNITY: Contractor will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws.

INELIGIBLE BIDDERS: All respondents will be required to certify that they are not on the U.S. Comptroller General's List of Ineligible Contractors nor any firm, partnership, or association in which they have substantial interest nor any other person, both natural and corporate, having substantial interest in their business is designated as an ineligible bidder or on the U.S. Comptroller General's List of Ineligible Contractors. All respondents must also remain current and not be in default of any obligations due the City of Flint including, but not limited to, the payment of taxes, fines, penalties, licenses or other monies due to the City of Flint.

Request for Bids are available in the Department of Community and Economic Development, City Hall, North Building. Bids will be accepted at the City of Flint, Department of Community and Economic Development, 1101 S. Saginaw Street, Flint, Michigan, 48502. Bids must be submitted in an envelope and shall be labeled: "**Bid - Housing Rehabilitation; City-Wide Emergency Program.**" ***The City will receive Bids until 4:30 p.m., local time on Monday August 8, 2011.***

Any questions regarding this RFB must be submitted in writing either to the address below or by email to jfoster@cityofflint.com. All responses to questions will be posted within 24 hours of receipt of the questions on the City's website at www.cityofflint.com/dced.

All Bids must be received by 4:30 pm, August 8, 2011. Please submit one (1) original and five (5) copies of your bid. Responses must be sent to:

City of Flint
Department of Community and Economic Development
North Building, Room N102
1101 S. Saginaw St.
Flint, MI 48502

Attention: Jacqueline Foster, Program Development and Operations Administrator

Fax or electronic copies will not be accepted.

All modifications to the RFB will be available at www.cityofflint.com/dced. Please check this site until the deadline for submission of RFB.

CONTRACT TIME FRAME: The contract time frame will be for a ninety (90) day period.

BID OPENING MEETING: Bids will be opened **on Tuesday August 9, 2011, at 10:00 AM**, at the City of Flint Department of Community and Economic Development, City Hall, North Building, Room N102, 1101 S. Saginaw St., Flint, MI 48502.

The City of Flint is an Equal Opportunity Employer. TDD – 766-7120

SECTION II

INSTRUCTIONS TO BIDDERS

BACKGROUND:

The City's 2010-11 Action Plan of the Consolidated Plan defined and made available for public comment, the activities the City would fund in 2010-11 with funds received through the City's formula allocation for entitlement grants; Community Development Block Grant (CDBG); Home Investment Partnership Act (HOME); and Emergency Shelter Grant (ESG).

Related to CDBG and contained in the Action Plan was the City's intention to implement internal housing activities. The goal of the in-house rehabilitation program is to increase housing production, standardize implementation, and maximize the efficiency of housing programs.

This RFB is being made available to solicit contractors for the City-Wide Emergency Repair Program (CWE). The specific goal of this program is to assist in alleviating serious and immediate threats to the welfare of the homeowner and community and to provide assistance to homeowners for emergency repairs. Emergency situations addressed by the CWE program include: roof repairs/replacements; furnace repairs; plumbing; and electrical problems. Repairs are provided to low-to-moderate income families, who are homeowners, and who reside within the City of Flint. Qualified residents have been identified and environmental clearance has been obtained for all properties in the bid packages.

PURPOSE:

The City of Flint (hereinafter referred to as the "City"), a Michigan Municipal Corporation, is seeking professional rehabilitation contractors to engage in the rehabilitation/repair of single-family residential homeowner units, within the City of Flint, through the City-Wide Emergency Program. The City will enter into a contract with contractors selected to provide these services specifically for the DCED's City-Wide Emergency Program. **The City invites Bids from qualified, licensed contractors to provide these services.** In order to expedite this process, and in addition to posting in the Flint Journal and the City's website at www.cityofflint.com/dced, **this RFB is also being faxed and emailed to contractors listed on the DCED Contractors List.**

SCOPE OF WORK REQUIREMENTS:

The selected contractors must have the demonstrated capability to provide the services requested by release of this RFB. Respondents should note that work items are not intended to be inclusive of all of the tasks required to prepare a complete bid. Respondents should expand and modify these items, as needed, to assure a complete, comprehensive bid necessary to deliver the work products for the Project.

CONTRACT TIME FRAME: DUPLICATIVE

Subsequent to the selection of the awarded individual or firm, the contents of the bid shall become a contractual obligation if a contract ensues. Failure of a contractor to accept this obligation will result in the cancellation of the contract award.

The contract time frame for this project will be for a period, not to exceed, ninety (90) days from the date of contract award.

TYPE OF CONTRACT:

It is proposed that, if a contract is entered into as a result of this RFB, it will be a materials contract based on a fixed price. ***All fees for services identified in the scope of this RFB must be fixed in order for contractor to be responsive to this solicitation. It is expected that all property repairs will be completed within 30 days.***

Negotiations may be undertaken with those contractors whose Bids, as to price and other factors, as determined by the City, show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be one most advantageous to the price and other factors considered. The City reserves the right to consider Bids or modifications thereof received at any time before award is made, if such action is in the best interest of the City. The determined price of contract shall be adhered to and at no time will the contractor be allowed to bill for work not agreed upon.

REJECTION OF BIDS:

The City reserves the right to reject any or all Bids received or submitted as a result of this RFB, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City.

INCURRING COSTS:

The City is not liable for any pre-contractual costs incurred by contractors prior to issuance of a contract. Pre-contractual costs are defined as expenses incurred by the offerer in: (a) preparing the bid in response to this RFB; (b) submitting that bid to the City; (c) negotiating with the City in any manner related to the bid; or (d) any other expenses incurred by offerer prior to date of award, if any, of the contract. Offerer shall not include any such expenses as part of the bid in response to this RFB.

INQUIRIES:

Questions that arise prior to submission of bids must be directed to Jacqueline Foster, Program Development and Operations Administrator, at (810) 766-7436 extension 3004 or fax (810) 766-7351.

ADDENDA TO RFB:

In the event it becomes necessary to revise any part of this RFB, an addendum will be provided to all contractors who receive the RFB. Please continue to check City's website or any RFB modifications.

BIDS:

To be considered, contractors must submit a complete response to this RFB using the format provided in **Section VII** of this RFB. One original and five copies of the bid must be submitted to the Department of Community and Economic Development, Department of Community and Economic Development, 1101 S. Saginaw Street, North Building, Room N102, Flint, Michigan 48502. Bids must be signed by an official authorized to bind the contractor to its provisions. Bids must include a statement as to the period during which the quote remains valid. ***For this RFB, this period must be at least one hundred and twenty (120) days.***

ECONOMY OF PREPARATION:

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this RFB.

PRIME CONTRACTOR RESPONSIBILITIES:

The selected contractor will be required to assume responsibility for all services offered in his/her bid, regardless of who produces them. Furthermore, the City will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

CONTRACT PAYMENT SCHEDULE:

The successful offerer will submit monthly invoices to the City of Flint Department of Community and Economic Development. Payment for contract services entered into as a result of this RFB will be made within thirty (30) days of receipt of an invoice.

INDEPENDENT PRICE DETERMINATION:

By submission of a bid, the offerer certifies and, in the case of a joint bid, each party thereto certifies as to its own organization in connection with this bid that:

1. The prices in the bid have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other offerer or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the offerer and will not knowingly be disclosed by the offerer or to any competitor; and
3. No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.
4. Each person signing the bid also certifies that:
 - a. He/She is the person in the offerer's organization responsible within that organization for the decision as to the prices being offered in the quote; and
 - b. He/She is not the person in the offerer's organization responsible within that organization for the decision as to the prices being offered in the quote but that he/she has been authorized in writing to act as agent for the persons responsible for such decision

EQUAL OPPORTUNITY AFFIRMATIVE ACTION:

The contractor shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. **Minority contractors are encouraged to apply.**

If the bidder is certified as a minority or female-owned business by the Michigan Department of Civil Rights pursuant to Public Act 428, then such documentation shall be included in the quote.

OWNERSHIP OF WORK PRODUCTS:

It is explicitly understood that all work products and documents resulting from this RFB and contract shall become the property of the City of Flint.

LIABILITY INSURANCE:

Selected Contractors will be required to submit the following with the Bid package:

- Evidence of general liability and workmen's compensation insurance in the amount of \$1,000,000, business automobile liability insurance with limits of \$500,000 and professional liability insurance (if required per contract) in the amount of \$1,000,000. ***Said proof of liability insurance shall be included as part of the contract document.***

CONTRACTOR'S COMPLIANCE WITH STATE AND FEDERAL REGULATIONS:

The selected bidder shall comply with all applicable state and federal regulations governing the contract that results from this RFB.

DETAILED PRICING:

Attachment A will contain contract specifications, items to be constructed and the quantities of the items. The bidder is to provide unit pricing and extension for each work item listed and a total price for each home. The price for each property should be indicated on the Bidder Inspection Form. **Attachment A** documents and contact information for homeowners must be retrieved from the DCED office to complete the bid package.

SUBMITTALS:

All of the documents listed below must be submitted with your bid.

1. A valid Builder's License issued by the State of Michigan in the Bidder's Company Name unless bidder is a sole proprietor.
2. A valid Builder's License issued by the State of Michigan in the name of the sole proprietor with a DBA or in the name of the Bidder's Qualifying Officer.
3. A valid Certificate from the U.S. Environmental Protection Agency (EPA) indicating the Bidder is certified to conduct lead-based paint renovation, repair, and painting activities.
4. Valid Renovator Certificates indicating all workers have completed the EPA required Lead Safety for Renovation, Repair, and Painting Training Course or that all workers will only work under the supervision of a contractor who has the course certification.
5. Proof that the Bidder can meet the insurance requirements. Qualified bidders will be required to provide certificates of insurance listing the City as an additional insured upon receipt of the Notice of Intent to Award.

CONTRACT DOCUMENTS:

The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Form, Specifications, and any addenda to them. The bidders shall thoroughly examine and be familiar with all Contract Documents.

SECTION III

GENERAL CONDITIONS

SIGNATURE

Bids and all information requested of the vendor **shall be entered** in the appropriate space on the bid form and signature page. Failure to do **so may disqualify** your offer.

An authorized officer or employee of the bidder shall sign all bids.

BID SUBMISSION

Bids must be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

RELATIONSHIP DISCLOSURE

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

ALTERATION OF BID DOCUMENTS

Vendor changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive and/or the bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the bidder's comments, on the Bid Inspection Form or on separate attached sheets submitted by the vendor. Vendor must clearly identify, product offered, and deviations from the specification. If a change or alteration to the bid document is undetected, and the bidder is awarded the contract, the original terms, conditions, and specification in the Authorized Version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

PRICES

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City of Flint. Any rebates the City of Flint may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be bid FOB. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the proposal.

AWARD

The City reserves the right to reject any and all bids, to rebid the Project, or to waive any defect or irregularity in the bid. The City reserves the right to accept and separate items in the bid; and to accept the bid that in the opinion of the City is to the best advantage and interest of the public we

serve.

The City reserves the right to reject bids which have major deviations from our specifications. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City with not only price but also availability of product, location and quality of product considered.

Only one bid will be accepted from one firm or association. Evidence of collusion between bidders or of one bidder having an interest in more than one bid may result in rejection of the bids affected.

Time of delivery may be a consideration in the award.

TERMINATION

1. Failure to Perform. The City may terminate a bid award for the failure to meet a requirement of the bid to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Bidder for the failure to perform a requirement or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City may provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work; and the Bidder shall be responsible for any costs the City incurs as a result of the Bidder's violation. The City may withhold payment to offset any damages the City incurs as a result of the Bidder's violation.
2. At Will. A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the bidder will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the bidder delivering to the City all information and materials retained by the bidder, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.
3. Misrepresentation. In addition, the City may reject this Bid, or cancel a contract with a successful bidder, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid

SPECIFICATIONS

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

All products and services must be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel must have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property must have a valid driver's license and have or exceed minimum statutory insurance requirements.

E-VERIFY

Any bidder, attesting to his bid by signature is affirming that the contractor/vendor has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration to verify the work status of all newly hired employees employed by the contractor/vendor.

ASSIGNMENT OF CONTRACT AND OTHER CONTRACTORS

The Vendor shall not assign the Contract or any part thereof without the written consent of the City.

NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term at the option of the City as follows:

City shall have the sole option to extend the contract herein for a period of two months by written notice to contractor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract. Any further extension of the contract would be only by mutual agreement of the parties.

SAMPLES

Sample of articles, when required, shall be furnished free of any cost to the City of Flint. Samples of articles selected may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the vendor's expense. Unclaimed samples may be destroyed after one (1) year.

TAXES

If vendor supplies tangible products only to the City of Flint, sales taxes should not be included in your bid as the City of Flint is sales tax exempt.

MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the prospective bidder. All documents submitted in connection with this bid and upon award of the contract shall become the property of the City of Flint unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Bids is not assured.

MATERIAL SAFETY DATA SHEETS

IMPORTANT: All City of Flint purchases require a MATERIAL SAFETY DATA SHEET where applicable, in compliance with the MIOSHA "Right to know" law.

WARRANTY

The selected Contractor shall provide an 18 month warranty of all work performed.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw their proposals by submitting a written request over the signature of an authorized individual, to the Department of Community and Economic Department any time prior to the submission deadline. Bidders may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

INDEMNITY CLAUSE

To the fullest extent permitted by law, Contractor expressly agrees to indemnify and hold City harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Contractor or anyone acting on contractor's behalf in connection with or incident to this Contract or the work to be performed hereunder, except that contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury: shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The contractor's obligation to indemnify and hold the City harmless shall include, but not be limited to (1) the obligation to defend the City from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT

SECTION IV

CONTRACT DOCUMENTS CLAUSE

The bidder shall not take advantage of any manifestly unintentional error, omission, or inconsistency should such exist. If one should exist, the bidder must promptly bring the error, omission, or inconsistency to the attention of the City of Flint Department of Community Economic Development.

The failure or omission of any bidder to receive or thoroughly examine all of the Contract Documents and any addenda, or to visit the site and acquaint him or herself with site conditions, shall not relieve the bidder from any obligation with respect to the bid nor serve as a basis for the bidder to receive additional compensation.

If any person submitting a bid is in doubt as to the meaning of any part of the Contract Documents, the bidder must contact the City of Flint for an interpretation by e-mailing Jacqueline Foster at jfoster@cityofflint.com. Any interpretations will be in the form of a written addendum which will be posted at www.cityofflint.com. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation under his bid as submitted. Any addendum issued will become part of the Contract Documents, and all bids must take into account the information provided in the addendum. A bidder who submits a bid without having received a reply to a request for clarification does so at the bidder's risk. The City may, but is not required to reply to a request, and the failure of the City to reply prior to the bid closing date shall not give rise to any claim, action or proceeding for any damage or loss, nor constitute the basis for an extension of the time to submit the bid or relieve the bidder from any obligation under his or her bid.

All measurements and dimensions in the Contract Documents are provided by the City are preliminary. Bidders are expected to make their own measurements and complete the work in compliance with the intent of the specifications with no additional compensation due.

Authorized Signature Contract Documents Clause:

Date: _____

AWARD AND DELIVERY CLAUSE

The lowest qualified bidders will be given preference in awarding the contract. The City reserves the right to award the contract to other than the low bidders, according to its judgment of its best interests. The award of contract will be based on several factors, including the bid price, qualifications, and any other factor that may or may not be advantageous to the City of Flint.

The City reserves the right to accept any bids, to rebid the Project, to reject any or all bids, and to waive defects or irregularities in any bid. The City reserves the right to re-advertise or cancel the Project. The City reserves the right to award only a portion of the bid or split the award of bid.

The actual award of contract will be conducted in accordance with the following procedures:

1. The selected qualified bidders will receive a Notice of Intent to Award from the City after the City has examined the competency of the bidder.
2. Upon Notice of Acceptance, successful bidders must execute a contract with the City of Flint.
3. At Contract execution, the City will issue a Proceed to Work Notice and the Pre-Construction Conference Form.
4. Bidders must begin work relating to this Project within five (5) days of Proceed to Work Notice.
5. Bidders should make every attempt to complete work within thirty (30) days of the Proceed to Work Notice.

Authorized Signature Award Delivery Clause:

Date: _____

COMPETENCY OF THE BIDDER CLAUSE

Bidders will be required to submit satisfactory evidence that they have the practical knowledge

and expertise, necessary financial resources, adequate equipment, and experienced and competent personnel and subcontractors to perform the proposed work. The opening and reading of the bid shall not be construed as acceptance of the bidder as a responsible bidder. The City reserves the right to determine the responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources. Bidders are required to provide the City with any requested information or documentation that will assist the City in determining that they, and their subcontractors, are competent and qualified.

Authorized Signature Competency of Bidder Clause:

Date: _____

PRICE CLAUSE

Bidders must base the bid amount on all labor, materials, transportation, equipment, services, permits, warranties, bonds, and insurance necessary to perform the work in conformity with the Contract Documents, and all addenda to them as well as compliance with all applicable codes and ordinances. The bid amount must include all incidental items required as part of the work, even if they are not specified or indicated.

The prices shall be held firm for one hundred and twenty (120) days from bid opening or until bid award, whichever comes first. All successful bidders' prices shall be held firm for the entire Contract period.

Authorized Signature Price Clause:

Date: _____

INSPECTION CLAUSE

Prior to submitting a bid, each bidder must personally inspect the work site and become fully familiar with the conditions and any restrictions, difficulties relating to the proposed work. It is expected that bidders will obtain information regarding hazardous conditions, the available facilities for receiving, transporting, handling, and storing construction equipment and materials and other local conditions that may affect this work. Sites will be available for inspection, by appointment with homeowners, during the Bid period (Monday through Saturday between the hours of 9:00 AM and 6:00 PM. Contractors must establish their own appointments with homeowners. The City will contact homeowners by mail regarding the Contractor Site Inspection requirement. **Bids will only be accepted from contractors who have conducted the mandatory site inspections.**

Authorized Signature Inspection Clause:

Date: _____

RENOVATOR CERTIFICATE CLAUSE

Each bidder *must* have any employee, laborer or subcontractor working on the property complete the EPA required Lead Safety for Renovation, Repair, and Painting Training Course and provide proof to the City. Bidders who have employees, laborers or subcontractors working on the property, who do not have course certification, must certify that all work conducted will be done under the direct supervision of the contractor, who has the required certification.

Authorized Signature Inspection Clause:

Date: _____

INSURANCE CLAUSE

Awarded bidders will be required to provide the city with certificates of insurance naming The city of Flint, Department of Community and Economic Development, all elected appointed Officials, employees and volunteer as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED: providing the following coverage and limits. Sub-contractors utilized by the awarded bidder shall be subject to these same conditions.

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an **OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000

Per project aggregate limit, Independent contractors coverage, Broad form property damage blanket contractual liability coverage

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$500,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS' COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

ASBESTOS ABATEMENT: (Optional)

In addition to the above, subcontractors used by the awarded bidder for asbestos abatement services must also have Pollution Liability Coverage \$1,000,000

Insurance certificates MUST contain the following written on the certificate:

Special Provisions: The City of Flint and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are named Additional Insured.

Certificate Holder: City of Flint
Dept. of Community & Economic Development
1101 S. Saginaw Street
Flint MI 48501

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail **30** days written notice to the certificate holder named to the left.

If your insurance company does not give 30 day notice of cancellation due to the insurance company policy, attach a letter from your insurance company stating they do not allow 30 days notice.

() Can meet insurance as indicated.

Authorized Signature Insurance Clause:

Date: _____

SUBCONTRACTOR CLAUSE

Bidders are permitted to subcontract some, but not all, of the work called for under the agreement. The bid provided must include the names, addresses, and license numbers of subcontractors proposed for each portion of work. Each subcontractor must be licensed, experienced and qualified to do work in that particular field; however, the bidder will be held responsible for all work performed by the subcontractors. In addition, only subcontractors permitted to work on federally financed projects will be approved to work on this job.

Where no subcontractor is listed, the bidder must be licensed, qualified and experienced and agree to perform that portion of the work with his or her own forces. Any bid which contains an unacceptable subcontractor may be grounds to reject the bid, provided the City first gives the bidder notice and the opportunity to replace the subcontractor.

Any item of work performed by a subcontractor that the City has not approved will not be paid for under the provisions of the contract. If the bidder requires additional subcontractors after the contract is signed, the bidder must provide the names and addresses of such proposed subcontractors for the prior approval of the City of Flint.

All work performed by a subcontractor must be done in conformity with and be subject to all provisions of the Contract Documents exactly as if performed by the contractor or its immediate employees and laborers. Subletting of the work will in no way diminish or weaken the responsibility of the contractor for all parts of the work or lessen the contractor's obligations and liabilities under the contract. The City may contact any of the subcontractors named to verify that the bidder is a qualified, responsible bidder. The following subcontractors will be performing work under the agreement (provide additional sheets if necessary):

Authorized Signature Subcontractor Clause:

Date: _____

SECTION V

LIST OF SUBCONTRACTORS

Subcontractor(s) Name: _____

Address: _____

Telephone Number: _____

Work to be performed by subcontractor: — Type of trade license held by subcontractor:

License Number: _____

Subcontractor(s) Name: _____

Address: _____

Telephone Number: _____

Work to be performed by subcontractor: — Type of trade license held by subcontractor:

License Number: _____

Subcontractor(s) Name: _____

Address: _____

Telephone Number: _____

Work to be performed by subcontractor: — Type of trade license held by subcontractor:

License Number: _____

Subcontractor(s) Name: _____

Address: _____

Telephone Number: _____

Work to be performed by subcontractor: — Type of trade license held by subcontractor:

License Number: _____

BIDDERS REFERENCES

Provide the City with the appropriate references as requested below. The City may contact any of the references provided in order to verify that the bidder is a qualified, responsible bidder.

Name of Bidder: _____

References **Residential or Government/Non-Profit Customers**

Customer Name: _____

Address: _____

Telephone Number: _____

Brief description of the work completed for this customer and the date completed:

Customer Name: _____

Address: _____

Telephone Number: _____

Brief description of the work completed for this customer and the date completed:

Customer Name: _____

Address: _____

Telephone Number: _____

Brief description of the work completed for this customer and the date completed:

REFERENCES - MATERIAL SUPPLIERS

Supplier Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Account Number: _____

Date the account was established: _____

Supplier Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Account Number: _____

Date the account was established: _____

Supplier Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Account Number: _____

Date the account was established: _____

SECTION VI

BID PROPOSAL FORM

The undersigned will **REPAIR OCCUPIED HOMES UNDER THE CITY-WIDE EMERGENCY PROGRAM** for the City of Flint Department of Community and Economic Development as specified and fulfill all obligations in accordance with the Contract Documents.

Specifications for the properties are included in "Attachment A";

Properties and their specifications must be viewed and retrieved at the DCED office between the hours of 8:00 AM through 5:00 PM, Monday through Friday. Bidders should review all packages and select the packages on which they choose to bid. Contractors may only bid on up to two (2) groups of properties. Once the bidder selects the properties, a copy of the specifications and contact information for the homeowners will be given to the bidder. The bidder will be required to sign for receipt of the documents. ***Visits to the homeowner sites are required to develop the best bid.***

COMPLETE FOR THE LUMP SUM **OF \$** _____
(TOTAL OF ALL SEVEN HOMES)

The undersigned has carefully checked the bid figures and understands that he or she shall be responsible for any error of omission in this bid offer and is in receipt of all addenda as issued.

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED INCLUDING SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE WITH THEIR SEALED BID.

Signature of _____ DATE _____
Authorized Company Representative

(Print name and title of Signature)

ADDRESS CITY STATE ZIP

TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

WARRANTY (If applicable) BID TERMS

YEARS IN BUSINESS COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

COMPANY BUILDER'S LICENSE NUMBER

QUALIFYING OFFICER'S BUILDER'S LICENSE NUMBER

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated on the Bidders Inspection Form.

SECTION VII

REQUIREMENTS

- A. Contact Information – COMPLETE THE BID PROPOSAL FORM
- B. Experience – COMPLETE THE BIDDER'S EXPERIENCE FORM which requires responses to the following:
 - (1) Description of the contractor's resources to deliver services in a timely manner
 - (2) Training and Certifications
 - (3) Experience with Rehabilitation Programs
 - (4) Full-Time Personnel.
- C. Financial Soundness – COMPLETE THE FINANCIAL CERTIFICATION FORM and BUDGET or FEE SCHEDULE. All fees for services identified in the scope of this RFB must be fixed in order for contractor to be responsive to this solicitation;
- D. Describe contractor approach to complete the project in the required time frame.
- E. Fee schedule for the proposed services on a separate page to be used as an attachment to the contract.
- F. A minimum of three (3) complete references – COMPLETE THE BIDDER'S REFERENCE FORM.
- G. Contractor shall include a document to demonstrate knowledge of regulations applicable to federal grant programs. For the purpose of this RFB, the applicable regulations are outlined on the FEDERAL AND STATE CERTIFICATIONS FORM.
- H. **All Bids shall be organized in the following manner and returned to the City of Flint DCED by August 8, 2011, no later than 4:30 PM:**

- 1. Bidder's Checklist**
- 2. Bid Proposal Form**
- 3. Bidder Clauses**
- 4. Contractor Approach to Project - Timeframe**
- 5. Bidder's Experience Form**
- 6. Bidder's References Form**
- 7. Material References Form**
- 8. Federal and State Certifications Form**
- 9. Completed Bid Inspection Forms**
- 10. Financial Certification Form**
- 11. Budget or Fee Schedule**

GENERAL EVALUATION CRITERIA

The Bids received will be reviewed by an evaluation team. All Bids will be fully considered and rated by the evaluation team. The City may use some or all of the following criteria in its evaluation of Bids submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Price - Analysis of cost competitiveness.
- Responsiveness to RFB requirements - quality of the information submitted in the bid based on completeness, relevance, conciseness and organization of material presented.
- Understanding of the project and expertise in the project
- Recent experience in conducting similar scope, complexity, and magnitude of service requested.
- Professional qualifications and related work experience.
- Extent of utilization of local firms and types of work to be performed.
- Ability to complete specifications within the required timeframe.
- References

The City may also contact and evaluate the bidder's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a bid; and seek and review any other information deemed pertinent to the evaluation process. ***The City shall not be obligated to accept the lowest bids, but shall make awards in the best interest of the Project.***

Local Preference:

All respondents shall be advised that the City of Flint Code, Article 4 Section 18-21.5 gives a seven (7) percent advantage to bidders located within the corporate City limits of Flint, Michigan. For example, if the lowest qualified bid represents a City of Flint non-resident business and the second higher lowest qualified bid represents a City of Flint resident business whose bid is up to 7 percent higher than the lowest qualified bid, then the contract can be awarded to the second lowest qualified bidder whose business is located in the City of Flint.

The selected contractor or firm should avoid personal and organizational conflicts of interest. After written Bids have been reviewed, discussions with prospective firms may be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the quote. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

SPECIFIC EVALUATION RATING CRITERIA

The following criteria will be utilized to rate each applicant:

1. Statement of Qualifications – 20 Points

The respondent's demonstration of a full understanding of the services requested, and their ability, capacity, skill and personnel resources to provide requested services, as demonstrated by copies of licenses, copies of insurances and Bidder's Experience Form.

2. Responsiveness of Bid Package – 30 Points

As demonstrated by the quality, clarity, organization and thoroughness of the proposed bid. and the completion of all required documents.

3. Ability to Meet Project Schedule – 20 Points

The degree to which the respondent demonstrates readiness to proceed and ability to complete the project within the specified timeframe, as demonstrated by the Contractor Approach to Project – Timeframe Form.

4. Previous Experience – 10 Points

The respondent’s demonstration of relevant experience with rehabilitation of properties as demonstrated by the description of similar projects and previous HUD experience, articulated on the Bidders’ Experience Form.

5. Estimated Project Cost – 20 Points

Cost to provide services required in the RFB as demonstrated by the Bid proposal Form and project budget or fee schedule.

SCHEDULE OF EVENTS

This bid solicitation will be governed by the following schedule:

Release of RFB	July 20, 2011
Bids Due	August 8, 2011 - by 4:30 P.M. in City of Flint DCED
Bids Opened	August 9, 2011 - at 10:00 A.M. in City of Flint DCED
Bid Evaluation Completed	August 9, 2011
City Council Committee	August 17, 2011
City Council Meeting	August 22, 2011
Execute contract	September 2, 2011
Work Complete	September 30, 2011

Incomplete Bids and Bids received after this deadline will not be considered.

FINANCIAL CERTIFICATION FORM

I, (name) _____ as an authorized representative

of (name of company or business) _____ duly attest that (name

of company or business) _____ posses the financial soundness

necessary for the completion of this project solicitation and its requirements. I further certify that I

understand contracts entered into with the City of Flint are reimbursable and that payment is

made 30 days after submission of invoice.

Authorized Signature FINANCAIL CERTIFICATION FORM:

Date: _____

BIDDER FEE SCHEDULE

CERTIFICATIONS

- A. Davis Bacon Act: federal prevailing wages for housing projects with 8 or more units or 12 or more units using HOME funds. The federal labor standards include related labor standards (i.e., Copeland Anti Kickback)
- B. Lead-based Paint: Properties must comply with federal and state standards (24 CFR Part 35) for testing and abatement of lead-based paint. A lead-based paint management plan will be required for rehabilitation activities.
- C. Compliance with Laws: The Bidder certifies compliance with all applicable laws.
- D. Compliance with Anti-Discrimination Laws: Bidder certifies that federal funds will be utilized in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- E. Section 3: Bidder certifies that he/she will comply with Section 3 of the housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR part 135.
- F. Vicinity Hiring: Bidder certifies that to the maximum extent possible, the provision for hiring employees who reside in the vicinity of the project and/or supporting business that are owned or operated by persons residing in the area will be adhered to.
- G. Other applicable federal requirements related to housing rehabilitation and development of affordable housing

Authorized Signature CERTIFICATIONS FORM:

Date: _____

SECTION IX

CHECK LIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Do you have all the following documents?

- Bidder's Checklist
- Bid Proposal Form
- Bidder Clauses
- Bidder's Experience Form
- Bidder's References Form
- Material References Form
- Federal and State Certifications Form
- Completed Bid Inspection Forms
- Financial Certification Form
- Budget or Fee Schedule
- Contractor Approach to Project - Timeframe
- Proof of Insurance and Licenses
- Are all documents signed?

- Is the envelope containing your bid properly identified; sealed bid with the correct Project name and bid opening date?
- Have you entered the fixed unit price?
- Is your bid submission on time? **Received by the Department of Community and Economic Development before 4:30 P.M. Monday on the date specified.**

Late bids will NOT be considered.

SECTION X
SPECIFICATIONS
ATTACHMENT A

Specifications are included in “Attachment A”

Notes: Properties and their specifications must be viewed and retrieved at the DCED office between the hours of 8:00 AM through 5:00 PM, Monday through Friday. Bidders should review all packages and select the packages on which they choose to bid. Contractors may only bid on up to two (2) groups of properties. Once the bidder selects the properties, a copy of the specifications and contact information for the homeowners will be given to the bidder. The bidder will be required to sign for receipt of the documents. ***Visits to the homeowner sites are required to develop the best bid.***

