

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

BID #22000030

EAST PUMPING STATION WASHER COMPACTOR

Date Posted: 04/30/21

BID # 22000030**EAST PUMPING STATION WASHER COMPACTOR**

Based on the COVID-19 public health threat, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. If dropping off a bid, please wear a mask.

Thank you.

CITY OF FLINT
FINANCE DEPARTMENT
DIVISION OF PURCHASES AND SUPPLIES
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

THE CITY OF FLINT
FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

BID #22000030

SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

EAST PUMPING STATION WASHER COMPACTOR

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) Original Hard Copy Unbound with original signatures and one (1) Electronic copy of your bid.

Proposal submittal information MUST be received by the following dates and times:

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Tuesday, May 18, 2021, by 11:00 AM (EST), City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502**. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to PurchasingBids@cityofflint.com by **Tuesday, May 18, 2021, by 10:00 AM (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Joyce A. McClane
810-766-7340
jmcclane@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, ***1101 S. Saginaw St., Flint, MI 48502 for the following:***

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

Any written questions regarding this project shall be directed to Joyce McClane at jmcclane@cityofflint.com using the subject title of "RFP #22-030 – EAST PUMPING STATION WASHER COMPACTOR Questions." Questions must be submitted by Monday, May 10, 2021 before 10:00 AM (EST). Please see attached form for Question submittal form.

Bid Opening Due Date – Tuesday, May 18, 2021 at 11:00 AM

Bid Opening via Google Meet Bidders wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City building during this time and it is possible that City buildings may not be open to the public at the time of the opening.

Join with Google Meet

meet.google.com/muv-koon-bnj

Meeting ID

meet.google.com/muv-koon-bnj

Phone Numbers

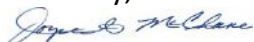
[\(US\)+1 617-675-4444](tel:+16176754444)

PIN: 325 251 761 3705#

If you have any problems signing in, please call Au Lisa McGovern at (810) 766-7340

amcgovern@cityofflint.com

Sincerely,



Joyce A. McClane, CPPB Purchasing Manager

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INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.

- g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
- h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.

- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
- a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state

and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.

- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

b) Non-residents:

At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such

notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed 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 proposed shall be exclusive of any rebates due the City. Any rebates the City 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. Unit prices prevail. All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services. Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

BID NO. 22000030
EAST PUMPING STATION WASHER COMPACTOR

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Purchasing Checklist:

- Cover Sheet
- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- City of Flint, Michigan Affidavit

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING**BID NO. 22000030
EAST PUMPING STATION WASHER COMPACTOR****SCOPE OF SERVICES**

The City of Flint Water Pollution Control (herein referred to as WPC) is seeking qualified washer compactor manufacturers to supply a new compactor for its East Pumping Station. This bid shall include all necessary engineering, integration, consultation, recommendations and oversight required to provide a complete and functioning compaction equipment. WPC shall have the final decision on all equipment, design, engineering, programming and recommendations.

1.1 SUMMARY**A. SCOPE OF WORK**

Manufacturer shall supply an interleaving, dual auger washer compactor assembly as detailed in the following specifications. A single unit shall provide washing and compacting action on wastewater screenings collected from two (2) existing Duperon barscreens located at the City's East Pumping Station.

B. QUALITY ASSURANCE

1. All equipment supplied under this section shall be of a single manufacturer and demonstrate, to the satisfaction of the City, that the quality is equal to equipment made by those manufacturers specifically named herein.
2. The equipment furnished shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with approved drawings, specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.

1.2 SUBMITTALS

The equipment manufacturer shall submit the following items:

1. (4)- Sets of Shop Drawings, including: Main Layout Drawings, List of Equipment Specifications, and Recommendations furnished by the Equipment Manufacturer.
2. (4)- Sets As-Built Drawings of Washer Compactor Structure, Controls, and Accessories (as applicable).
3. Detailed description of how to integrate controls with the existing conveyor and two (2)- Duperon bar screen controls.
4. List of Spare Parts and Special Tools (as applicable).
5. (4)- Sets O&M Manuals (including As-Built Drawings) to be provided after equipment ships for inclusion in the close-out Submittal process.

1.3 QUALITY ASSURANCE

- A.** The Washer Compactor shall be fully assembled and shop tested at the manufacturing facility prior to shipment. Shop testing shall include a minimum of 4 hours of run time.
- B.** To assure quality and performance: All equipment furnished under this Section and related sections shall be of a single manufacturer who has been regularly engaged in the design and manufacture of the equipment and demonstrates, to the satisfaction of the City, that the quality is equal to equipment made by those manufacturers specifically named herein. And the Washer Compactor manufacturer shall have at least 25 installations of the specified model of Washer Compactor equipment that has been in successful operation, at similar installations, for at least five (5) years. Upon request, the manufacturer shall provide a reference of such installation sites along with the relevant contact information.

- C. The equipment furnished shall be fabricated, assembled, installed and placed in proper operation condition in full conformity with approved drawings, specifications, engineering data, and/or recommendations furnished by the equipment manufacturer.

1.4 WARRANTY

- A. The Contractor shall expressly represent, warrant and agree that all goods, equipment, material, and fabrication provided or performed on or off City premises relative to this Contract will:
1. Be free of defects in workmanship and materials for a period of twelve (12) months after the delivery of the piping to the City.
 2. Conform in all respects to the City's specifications, requirements or other descriptions.
 3. Be fit for the purpose(s) of intended use.
 4. Be new and good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind.
- B. Any usage statement, guarantee, or warranty stated in the Bid relating to equipment, materials, service, or Work will be superseded by the terms and conditions stated herein or in their absence by the following:
1. If said equipment, material, service or Work is found to be defective in workmanship and materials, design fails, or is found to be nonconforming with the terms and conditions of this Contract with the time as specified in this section, it shall, at the City's option, be repaired or replaced at the City's location by the Contractor at absolutely no cost to the City.
 2. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interests of whatever nature and substance. Upon request, the Contractor will supply the City with documentation satisfactory to it evidencing the absence of such liens, encumbrances, claims, and security interests.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Washer Compactor shall be as manufactured by Duperon Corporation.
- B. Or pre-approved equal. Washer Compactor manufacturer seeking pre-approval must submit application a minimum of one (1) weeks prior to bid day. The necessary submission to be considered a pre-approved equal shall include the following information:
1. Product data sheet
 2. Site Specific Proposal Drawing
 3. Installation drawings and instructions
 4. O & M Manual
 5. An employee list of in-house design engineers along with their respective locations and resumes.
 6. An employee list of in-house controls engineers along with their respective locations and resumes.
 7. An employee list of in-house application engineers along with their respective locations and resumes.
 8. An employee list of in-house project managers along with their respective locations and resumes.
 9. An employee list of in-house field service technicians along with their respective locations and resumes.

2.2 BASIS OF DESIGN

- A. Compacting Action:** The Washer Compactor shall have dual augers to provide positive displacement action. Augers shall be oriented on top of each other and rotate in opposing directions. Augers shall be intermeshed, with one left-hand and one right-hand lead. Augers shall be designed with a limited float on top of a strainer to allow for the accommodation of irregular debris.
- B. Washing Action:** The Washer Compactor shall have a wash water manifold integrated into the main housing. Two ports inside the unit shall emit a medium pressure stream. Wash water shall run continuously when the Washer Compactor is in motion. Continuous operation (non-batching) equipment is required; filling- and batching-type equipment shall not be accepted.
- C. Operation:** The Washer Compactor shall be continuous run, not requiring an operator. The Washer Compactor shall be equipped with a self-regulating, active pressure zone designed to accept non-standard wastewater debris in its original form, including but not limited to: rocks; broken concrete; and metal (such as bolts or short pipe) up to 4 inches long. The Washer Compactor shall have the ability to process multiple pieces of clothing, variable volumes of debris, and unprocessed septage or grease. The Washer Compactor shall move at a normal operating speed of 3.5 to 14.2 RPM and shall have the ability to run intermittently to sync with upstream equipment.
- D. Materials:**
- 1. Fabrications:** All welded fabrications shall be made from stainless steel. All welded connections and welding procedures shall comply with AWS "Structural Welding Code – Sheet Steel" D1.3/D1.6.
 - 2. Select Parts:** Select power transmission parts to be made from cast iron; however, shall conform to standard coating as follows.
 - 3. Standard Coating:**

Motor gearbox shall be coated in strict accordance with the paint manufacturer's specification. Surface preparation shall be done in accordance with SSPC-SP-10 near White. The three-part coating system shall be manufactured by Tnemec as follows: Prime Coat Series 90-97 Tnemec Zinc at 2.5-3.5 mils DFT; Intermediate Coat Series Typoxy at 3.0-5.0 mils DFT; and Top Coat Series 1075U Endura-Shield II at 2.0-3.0 mils DFT. Standard color is 11SF Safety Blue. Material shall meet all State and Federal VOC and other regulatory requirements.
 - 4. Non-Metal:** Parts not covered in the specifications above shall be manufactured from UHMW polyethylene.

E. Design Conditions:

Washer Compactor	
Peak Capacity:	150 cu.ft./hr (3 minutes)
Average Capacity (Continuous):	42 cu.ft./hr
Wastewater Application two (2) 3/4" barscreens:	Up to 26 MGD Each
Water: Typical	<ul style="list-style-type: none"> • Utilizes filtered effluent or municipal water • Consumes 3-10 GPM • Requires 40-60 PSI • ½ inch NPT supply (female threads) • 3 inch NPT drain (male threads)
Materials of Construction:	<ul style="list-style-type: none"> • 304 SSSL • 17-4 Spur Gears • Delrin (or equivalent) thrust and plane bearings • UHMW Auger Supports
Strainer:	<ul style="list-style-type: none"> • Perforated Screen
Performance Data (Typical Wastewater Debris)	
Dry Solids:	30%-60%
Mass/Weight Reduction:	60%-70%
Volume Reduction:	70%-80%
Odor/Fecal:	Significantly decreases odor/fecal
Motor/Drive	
Motor Size:	5 HP
Motor Paint:	Duperon Standard Tnemec Coating
Motor Service Factor (Minimum):	1.0
Output Speed:	14.2 RPM
Speed Reducer Ratio/Output:	123:1
Speed Reducer Paint:	Duperon Standard Tnemec Coating
Site Power	
Phase/Voltage:	240/480 volt
Controls	
	<ul style="list-style-type: none"> • NEMA 4X SSSL enclosure • Main Disconnect • Emergency Stop • HOA (Auto is discreet "Run" input) • Fwd/Jog Reverse/E-Stop Push Button Station • "Run" and "In Auto" discrete outputs • Explosion-Proof station
Mounting:	<ul style="list-style-type: none"> • Wall • Pedestal (by others)
Project Management	
Submittal Quantity:	2 – 4
O&M Manual Quantity:	2 – 4
Warranty Period:	1 year
Shipping	
	<ul style="list-style-type: none"> • Main unit • Chute(s)

2.3 COMPONENTS

- A. Main Housing:** The main housing of the Washer Compactor shall be constructed of stainless steel (material options contained in table) with a minimum thickness of 11 gauge. Support and flange connections shall be 3/8 inch.
- B. Hopper:** The hopper of the Washer Compactor shall be constructed of stainless steel with a minimum thickness of 11 gauge. Manufacturer shall measure and design the hopper to fit under the existing conveyor.
- C. Augers:** The augers shall be of stainless steel with 8-inch diameter flights, 3/8-inch-thick, with 4-inch flight pitch. The augers shall be coupled to a transmission at the drive end and be supported at the compaction end with UHMW plane bearings. This arrangement shall allow for the accommodation of irregular debris. The auger shaft shall be 2-inch stainless steel schedule 40 pipe with 2-inch solid stainless steel stub shaft.
- D. Compaction Housing:** The compaction housing of the Washer Compactor shall be ¼ inch stainless steel and shall house a spring and gate assembly to provide the resistance for compaction. The compaction housing shall contain the auger supports.
- E. Discharge Chute:** The discharge chute of the Washer Compactor shall be constructed of stainless steel with a minimum thickness of 14 gauge. Support and flange connections shall be 1/4 inch. The discharge chute shall be tapered outward toward the discharge end. Manufacturer shall measure and design the discharge chute to run from the end of the conveyor to dumpster shed.
- F. Water Supply:** The water supply shall connect at a single point with a ½ inch NPT female connector. A NEMA 7/9 Explosion proof solenoid valve is provided to limit the wash water flow to only when the washer compactor is running. Ball valves shall be provided to distribute flow to the washing and trough sprayer connections.
- G. Strainer:** A strainer shall be located beneath the lower auger to filter the washed solids. The strainer shall be removable via drain trough and pressed against the lower auger with spring pressure. The strainer shall be self-cleaning through continuous, even contact with the lower auger. Strainers requiring auger-mounted brushes will not be accepted.
- H. Drain Trough:** A removable pan shall be provided beneath the main housing to collect wash water. Wash water shall be drained through a 3 inch NPT male drain port. The pan shall be a minimum of 11-gauge stainless steel.
- I. Drive Assembly:**
1. Each Washer Compactor unit shall operate independently, with its own drive unit and driven components. The gearbox shall not be vented to the outside atmosphere.
 2. The gearbox shall be grease lubricated and designed for 5 years (or 20,000 hours of operation) between recommended clean and re-grease services. The gearbox shall be right angle type, and shall incorporate cycloidal and spiral bevel gearing with a total ratio of 123:1. The gear reducer output shaft speed shall be 3.5 RPM minimum to 14.2 RPM maximum and controlled by an AC Tech, vector-type inverter (or greater service factor) based on unit torque requirements. It shall be shaft-mounted utilizing the keyless Taper-Grip bushing.
 3. The motor shall be mounted to the gear reducer by utilizing a quill, C-Face mounting style. The motor shall be AC induction type, 5 HP, 3/60/230/460 volt, explosion-proof, inverter-duty model.
 4. The drive assembly shall incorporate the Duperon® standard coating system.
- J. Auger Transmission:**
1. The Drive Assembly shall be coupled to a dual gear transmission, which drives the augers in a counter-rotation.
 2. The spur gears are contained in a stainless steel housing and supported by Delrin (or equivalent) plane bearing.
 3. Grease fittings shall be located outside of the transmission housing to provide lubrication to the gears.
- K. Speed Reducer:** The Speed Reducer shall have a maximum output of 14.2 RPM, 123:1 reduction ratio with 18,900 in-lb. of output torque.
- L. Thrust Bearings:** Thrust Bearings shall be Delrin (or equivalent), self-lubricating, and be capable of withstanding a minimum of 2000 lb. of thrust load (each auger) at 14.2 RPM for life of machine.

- M. Screw Supports:** Screw supports shall be UHWM plane type, self-lubricating, and fastened into place using stainless steel fasteners.

2.4 ELECTRICAL, CONTROLS, INSTRUMENTATION

- A. General:** Controls for the washer compactor shall be in an enclosure provided by the washer compactor manufacturer. The washer compactor manufacturer shall be responsible for proper sizing and function of the controls at 480V. **Note that the washer compactor controls must be interlocked with the main control panel of the bar screens and conveyors.**

1. Controls shall be designed to accept incoming power supply per specs and shall include a step-down transformer as needed to achieve 120V.
2. Control Panel shall be constructed to meet the appropriate NEMA classification requirements and will include a main, lockable disconnect. The panel will be constructed by a UL certified control panel build facility and will be supported by the appropriate UL labeling.
3. Controls shall be tested prior to shipment to owner. The washer compactor manufacturer shall verify all overload settings in the motor controller to insure proper overload and speed settings required for the application are properly programmed.
4. Control panel shall be wired complete with a minimum of #16 MTW wire in the appropriate colors for the circuits being supplied. 120VAC control shall be red, grounded AC neutral shall be white, DC control shall be blue, DC neutral shall be blue with a white tracer, equipment ground shall be green and all incoming and outgoing external power source wires shall be a yellow configuration. All AC power wiring shall be a minimum of #12 Black. All wires shall be labeled at both ends with heat-shrink wire markers. Internal panel wiring shall be contained in non-flammable, covered wire way.
5. All panel and panel mounted devices shall be labeled with engraved I.D. markers that reference back to the system schematics. Tags shall be white with black core, engraved as required.
6. All field wiring and power cables between the washer compactor Main Control Panel and the Local Push Button Station shall be provided by others.

B. Components:

1. Main Control Panel

- a. Enclosure shall be NEMA 4X 304 SSSL for indoor/outdoor installations.
- b. Enclosure shall not be located in a classified area.
- c. Main Control Panel shall be designed with a SCCR rating of 18KA at 480VAC minimum and labeled as such, unless otherwise specified.
- d. All terminals utilized in the main panel shall be 600V rated terminals and 20% spare terminal space shall be provided for any potential future revisions.
- e. The Main Control Panel shall include at a minimum the following
 - Main fusible disconnect with lockable operator, unless otherwise specified.
 - Physical or virtual Hand/Off/Auto (HOA) Selector and Push/pull E-Stop button.
 - Elapsed run-time meter
 - Indication for "Power On", "Forward" and necessary faults
 - Fused connection for the wash water solenoid.
- f. PLC Based Controls shall include the following:
 - Programmable Logic Controller (PLC)
 - Variable Frequency Drive (VFD)
 - HMI programmable functions as required
 - SCADA Interlocking via Hard Contact and/or Ethernet Communications Protocols as required.

2. Local Control Push Button Station

- a. Enclosure shall be NEMA 4/7/9 rated for Classified area. Local push button station must be local to the equipment to maintain requirements of local safety codes as determined by the City.
- b. Local station shall be mounted within 10 feet or as close to the equipment as safely possible and be field wired by the electrical subcontractor to the corresponding terminal inputs in the main control panel.
- c. The remote pushbutton station shall include Forward, Jog Reverse and E-Stop buttons.

3. Sequence of Operations:

- a. The Washer Compactor controls shall enable the push button station installed near the Washer Compactor when in "Hand" mode and utilize an input signal from a remote source when in "Auto" mode. Upon receiving a disruption of "remote source" signal in "Auto" mode, the Washer Compactor shall utilize an off-delay timer to allow debris to finish depositing. The wash water solenoid is energized any time that the washer compactor is running.
- b. The Duperon® Speed Controller fault shall be cleared by turning off the Washer Compactor, then waiting approximately three minutes (or time designated per current UL standards) and then turning the HOA back to the desired setting. A motor overtemp fault shall clear automatically when the motor cools to a temperature within the normal operating range.

4. Miscellaneous:

The following shall be provided by the electrical contractor and are not part of the Washer Compactor manufacturer scope of supply:

- a. Mounting stands
- b. Mounting hardware
- c. Field wiring and conduit
 - VFD-rated motor cable (Belden #29502 or equal) recommended for all motors.
 - Motor cables shall be less than 80 ft. long unless specified otherwise.
- d. Junction boxes
- e. Installation - Field wiring shall include (but not be limited to) the following connections as applicable:
 - All incoming power supply to the main control panel.
 - All required grounding of the motor and controls.
 - Motor to the main control panel.
 - VFD-rated motor cable (Belden #29502 or equal) recommended for all motors.
 - Motor cables shall be 80 ft. long unless specified otherwise.
 - Motor thermostat to the terminal inputs in the control panel.
 - Wash water solenoid wiring
 - Input and output signal wiring for remote start/stop as required by plans/specs.
 - Remote station contacts to the corresponding terminal inputs in the main control panel.

PART 3 – EXECUTION

3.1 SHIPMENT

Shipment of all equipment shall be coordinated to allow the Washer Compactor shipment as one complete integrated assembly unless otherwise specified by the City.

3.2 INSTALLATION

Anchor Bolts: Anchor bolts and nuts shall be 304 stainless steel and furnished for each item of equipment by the CONTRACTOR.

1. Anchor bolt template drawings shall be included in the submittal to permit verification of the location structural elements, new or existing in the concrete.
2. Anchor bolt sizes, quantity and requirements will be indicated on the submittal drawings. Quantity is site specific but typically each Washer Compactor assembly requires (4) 1/2" dia. x 4 1/2" Lg. embed HILTI HAS RODS w/ RE-500v3 Adhesive system anchor bolts.

3.3 TESTING

- A. After completion of installation, Manufacturer shall provide for testing. Testing of the Washer Compactor shall demonstrate to the City that the equipment is fully operational and that the equipment will wash, compact, and deposit materials not to exceed 4 inches.
- B. Field certification shall include inspection of the following:
 1. Verify Washer Compactor is properly leveled and anchored per the installation instructions and site drawings.
 2. Assure controls and instrumentation work in all modes.
 3. Assure proper auger rotation.
 4. Check to assure all Start-Up requirements are completed per the Installation Guide.

3.4 ONSITE TECHNICAL ASSISTANCE

Manufacturer shall provide services to include Installation Certification, and shall include (1) day for Start-Up and (1) day for Training. Manufacturer shall be given minimum 14 days notification prior to the need for such services. To assure the best outcome for the Owner and Contractor, the Contractor shall provide certification for completion of the PRE-COMMISSIONING CHECKLIST.

BID FORM

Description	Unit	QTY	Amount
Washer Compactor including hopper and discharge chute for East Pumping Stations.	LOT	1	
TOTAL			

All proposals will be evaluated on the following criteria:

- 1. Failure to use this bid form shall result in bid disqualification.
- 2. Failure to bid on all items shall result in an "incomplete bid" determination.
- 3. List value-added considerations on a separate sheet of paper.
- 4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: _____

Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service.

Please list Licenses:

How long have you been in business?

Have you done business with the City of Flint?

If yes, please state the project name.

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS (CONTINUES)

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

❖ EXHIBIT E – CERTIFICATE OF INSURANCE**INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

❖ EXHIBIT F – NON-BIDDER’S RESPONSE

VENDOR’S NAME: _____

NON-BIDDER’S RESPONSE

For the purpose of facilitating your firm’s response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder’s failure to respond to “Invitations to Bid”. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this “Invitation to Bid” for the following reason(s):

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Our items and/or materials do not meet specifications.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is: _____

_____ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: _____

_____ **OTHER:** _____

Thank you for your participation in this bid.

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they are the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20 _____,

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they
is _____ of _____

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of _____
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage
over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they are a member of the firm of _____, a co-partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership; that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of _____, the bidder therein named, they having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that they have not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State, this _____ day of _____, A.D. 20____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.



EAST PUMPING STATION WASHER COMPACTOR

SUBMITTAL FORM FOR QUESTIONS

Due May 10, 2021 by 10:00 am

- 1.
- 2.
- 3.
- 4.
- 5.

Company Name
Representative Name
Address:
Telephone Number
Email Address

(Representative Signature)

Date

Please email this form to the attention of Au Lisa McGovern, Purchasing Analyst
Email: amcgovern@cityofflint.com