



City of Flint
Finance Department
Division of Purchases & Supplies

TO: All Proposers

FROM: Joyce A. McClane, CPPB
Purchasing Manager

DATE: March 2, 2021

SUBJECT: **Addendum #04 – Proposal #21000592 – Waste Collection Services for the City of Flint**

This addendum has been issued because of the following:

1. See attached Insurance information that was corrected and required – Pages 27, 28 and 49.
2. The medical malpractice insurance is not relevant to this proposal.
3. An AM rating of B+VIII or better is required.

****BID Due Date: Tuesday, March 9, 2021 by 3:00 PM**

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Purchasing Manager, Joyce McClane, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: _____

Address: _____

City / State / Zip: _____

Telephone: _____ Fax: _____

Email: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Thank you

SECTION 7 – INSURANCE

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. The City of Flint must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

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.

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 coverages.

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

**WASTE COLLECTION SERVICES
CITY OF FLINT INSURANCE CHECK LIST**

| | |
|-----------------------------|--|
| X 1. Worker's Compensation | Workers' Compensation - statutory Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee \$500,000 disease - policy limit |
| X 2. General Liability | \$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 |
| X 3. Professional Liability | \$1,000,000 per occurrence, \$1,000,000 annual aggregate Including errors and omissions |
| X 4. Automobile Liability | 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 |

- X 5. City of Flint named as an additional insured on other than Worker's Compensation via endorsement.
A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
- X 6. Other insurance required: Standard Environmental Impairment Liability that includes Transportation and Non-Owned Waste Disposal Sites - \$1,000,000 limit. City of Flint listed as an additional insured
- X 7. Best rating: B+ VIII or better
- X 8. The certificate must state bid number and title.

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:
The above required policies carry the following deductibles:

Liability policies are occurrence _____ claims made _____

Insurance Agent

Signature