

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**

INVITATION TO BID



Sheldon A. Neeley, Mayor

**PROPOSAL #22000515
50/50 SIDEWALK REPLACEMENT PROGRAM**

Date Posted: 04/16/21

**PROPOSAL #22000515
50/50 SIDEWALK REPLACEMENT PROGRAM**

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 IS AN EQUAL OPPORTUNITY EMPLOYER

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50/50 SIDEWALK REPLACEMENT PROGRAM

Proposal Due Date: **Tuesday, May 4, 2021 by 3:00 PM (EST)**

Submit to City: **1 printed, signed, original proposal and signed addenda**
2 copies of all submitted documents
1 USB flash drive containing an electronic version of the COMPLETE proposal

City of Flint

Department of Purchases & Supplies
1101 S. Saginaw St., Rm. 203
Flint, Michigan 48502

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Joyce A. McClane, Purchasing Manager
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 RFP. It is anticipated that an addendum to this RFP will be developed and shared with all Vendors. Addenda will include Vendor questions, City responses and additional information that the City wishes to include to assist Vendors with development of responses. 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/>.

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.

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".

Any questions regarding the proposal process may be directed to Purchasing in writing no later than **Friday, April 22, 2021 by 10:00 a.m. (EST)** to email address: jmcclane@cityofflint.com.

Sincerely,



Joyce A. McClane, CPPB
Purchasing Manager
Division of Purchases & Supplies

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SECTION 1 - INSTRUCTIONS TO PROPOSERS

This section provides general instructions to proposers/bidders.

1. Sealed proposals will be received until **3:00 p.m. (EST), May 4, 2021**, at the City of Flint – Finance Department – Division of Purchases & Supplies, 1101 South Saginaw Street, Room 203, Flint, MI, 48502. The City of Flint Purchasing Division hours of operation are 9:00 a.m. to 5:00 p.m., Label the envelope containing the proposal number and title. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

All proposals become the property of the City of Flint. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Failure to provide the required number of duplicate copies may result in rejection of your proposal.

Submit to City:

- 1 printed, signed, original proposal and signed addenda
 - 2 copies of all submitted documents
 - 1 USB flash drive containing an electronic version of the COMPLETE proposal
2. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn>.
 - City of Flint has partnered with BidNet as part of the Michigan Inter- governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade Network (use hyperlink or <https://www.mitn.info/Registration>) 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. If you need help registering, please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.
 3. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other City employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
 4. All prospective proposers shall be responsible for routinely checking the City of Flint Purchasing Division website at <https://www.cityofflint.com/finance/purchasing/bids-2/> under “open bids” and the specific bid or proposal number assigned to this notice for issued addenda and other relevant information.

City of Flint shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

5. **Standard Terms and Conditions:** Section 2 contains the City's Standard Contractual Terms and Conditions are attached to this RFP. After the award is made to the successful proposer, the City and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The **City will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.**
6. **Insurance Checklist:** The City of Flint requires a signed City of Flint Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the City of Flint against all claims or demands whatsoever, and to hold the City of Flint harmless from any loss or damage resulting therefrom.

7. **Proposal Format:** Proposals must be submitted in the format outlined **under PROPOSAL RESPONSE FORMAT.**
8. **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
9. **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 by the deadline due date.

10. **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.

11. **PROPOSAL SUBMISSION:**

- The Bidder must include the following items, or the proposal may be deemed non-responsive:
- All forms contained in this RFP, fully completed.
- 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.
- 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.
- Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Contractor understands and agrees to abide by all of the requirements contained therein.
- 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.
- Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
- 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.
- Proposals must be held firm for a minimum of 120 days.

12. **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.

13. **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.
14. **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.
15. **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/or 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 are in violation of the Clean Water Act, or has violated any permitting by the City, or Sewer Use Ordinances or any other City Ordinances, or any State or Federal regulatory agency, 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".
16. **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.
17. **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 a contract is awarded.
18. **EVALUATION OF PROPOSAL:** The City shall evaluate proposals as specified in the RFP. Under SELECTION CRITERIA
19. **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.

20. **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.
21. **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.
22. **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.
23. **INSURANCE:** The bidder must submit evidence of insurance.
24. **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.
25. **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.
26. **AMENDMENTS:** Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.
27. **PRICING:** If applicable, 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.
28. **AWARD:** Unless otherwise stated in the proposal documents, the City does not 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/or 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.

29. **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.

SECTION 2 - STANDARD CONTRACTUAL TERMS & CONDITIONS

The following standard terms and conditions are included in all City of Flint contracts and will be included in any contract awarded pursuant to this Request for Proposal, as deemed appropriate by the City of Flint in its sole discretion.

1. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
2. **Scope of Services:** Contractor shall provide all of the services necessary to complete the project in accordance with the [REFERENCE BID/PROPOSAL DOCUMENTS].

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

3. **Compensation:** The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not to exceed \$_____. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

(a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246
accountspayable@cityofflint.com

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

4. 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 City 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 material breach of this contract.

5. Standards of Performance: Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining any certifications in accordance with any applicable legal requirements.
6. Independent Contractor: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
7. Laws and Ordinances: Contractor 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 improvements.
8. Subcontracting: No subcontract work, if permitted by the City, 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. Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

9. Certification, Licensing, Debarment, Suspension and Other Responsibilities: Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond 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.
11. Good Standing: Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. Arbitration: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.
- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
 - (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent 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 unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
 - (c) 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.

(d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

13. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, 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 Contractor'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 Contractor 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 or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.
14. Modifications: Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.
15. 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.
16. 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.

17. Non-Disclosure/Confidentiality: Contractor agrees that Contractor will not disclose any confidential information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.
18. Non-Discrimination: The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.
19. Ethics: Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.
20. 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, and shall be disclosed to the City upon request.
21. 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.

22. Union Compliance: Contractor 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. However, this provision does not apply if its application would violate Public Act 98 of 2011.
23. 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 any 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.
24. Whole Agreement: This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

This section contains additional terms and conditions regarding this RFP.

1. **Purpose:** Through this RFP, City of Flint (“the City”) is soliciting proposals from qualified vendors who can provide 50/50 SIDEWALK REPLACEMENT PROGRAM as requested by the City of Flint Finance/Maintenance Division.
2. **Issuing Office:** This RFP is issued by the City of Flint – Finance Department-Division of Purchases and Supplies on behalf of the Maintenance Division. The contact person is Joyce McClane, Purchasing Manager, City of Flint, 1101 South Saginaw Street, Room 203, Flint, Michigan 48502, phone: (810)-766-7340, and jmcclane@cityofflint.com Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Thursday, April 22, 2021 by 10:00 AM EDT**, to the City of Flint Purchasing Division to Joyce McClane at jmcclane@cityoffint.com. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on City of Flint. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the City of Flint.
4. **Addenda:** City of Flint reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the City of Flint Purchasing Division website <https://www.cityofflint.com/finance/purchasing/bids-2/> under “open bids”. Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Division prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the City of Flint Purchasing Division as listed above.
6. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
7. **Acceptance of Proposal Content:** It is intended that, if a contract is entered into as a result of this RFP, the proposal will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 – SCOPE OF SERVICES

50/50 SIDEWALK REPLACEMENT PROGRAM

PURPOSE AND GENERAL INFORMATION

It is the intent of this Request for Bid to solicit bids for professional sidewalk replacement services for the City of Flint 50/50 Sidewalk Replacement Program, through the Department of Public Works, Street Maintenance Division. The 50/50 Sidewalk Replacement Program is a voluntary participation program through a partnership between the City of Flint and Flint residents where each partner pays 50% of the total cost to replace concrete sidewalks. All residential property owners are eligible to participate in the program. Custom sidewalks (i.e. granite, colored, custom designs, etc.) are not eligible for repair through the 50/50 Sidewalk Replacement Program.

The City may select up to five (5) licensed contractors who will be pre-qualified to perform sidewalk replacement services for the 50/50 Sidewalk Replacement Program. The City will execute a one-year contract with the pre-qualified contractors that will have an option for renewal, annually for two years, contingent upon mutual agreement with the City and Contractors.

SCOPE OF SERVICES

The City of Flint is inviting bids from City of Flint licensed sidewalk contractors interested in providing sidewalk replacement services for the 50/50 Sidewalk Replacement Program.

Services will include the construction and reconstruction of residential sidewalks in the City of Flint during construction season from **July 1, 2021 – June 30, 2022 (April – November)**. The scope of work will include replacing the main sidewalks in front of residential properties, as well as, the courtesy walk (the smaller walkway that runs perpendicular to the main walk, from the main walk to the curb). The scope of work does not include replacing the driveway approach, however sidewalks through the driveway will be included in the scope of work. (Specifications for sidewalks/ADA ramps are attached). The City of Flint will pay 100% of the replacement cost for selected handicap ramps as determined by the City of Flint's Right-of-Way Enforcement Officers.

Contractors must obtain a sidewalk permit to authorize replacement work to be performed at each location/home address. Permits can be obtained from the Building and Safety Inspection Department, located at 1101 S. Saginaw Street.

All contractors are required to be licensed through the City of Flint, Clerk's Office. Each contractor shall pull individual sidewalk permits for each location. The sidewalk permit fee will be waived for this program only.

Contractors must be willing to accept requests from the City of Flint, Department of Public Works, Street Maintenance Division, for sidewalk repairs to be scheduled on an ongoing basis as dictated by the number of partners requesting participation in the program. Contractors must agree to

schedule all sidewalk repair work at individual locations by contacting the property owner to set up a date and time to remove and replace the new concrete sidewalks upon receiving notice to proceed from the City of Flint for a resident to participate in the 50/50 Sidewalk Replacement Program.

It is the City's intent to bundle numerous service requests for sidewalk repairs together based upon locations that are within close proximity of one another instead of issuing individual service requests. All repairs are expected to be completed within 14 days after notice to proceed is issued. All completed repairs must be inspected and approved by City staff prior to the City releasing payment for services rendered. Contractor will be required to contact the City's Right-of-Way Enforcement Officer to schedule an inspection of the repaired areas within five (5) business days of completing any repair.

Any sidewalk replacements deemed to be unacceptable due to poor workmanship, construction, or other deficiencies must be removed and replaced within 14 business days of receiving notification from the City.

The City does not guarantee a minimum or maximum quantity of sidewalk repairs. The City's goal is to repair approximately 1500 sidewalk squares. The City reserves the right to increase or decrease the quantity based on available funding and other needs of the City during the term of the contract.

Contractors will be responsible for any and all damages resulting from the Contractor's actions including damages to sprinkler systems during the removal and replacement of sidewalks. Sprinkler systems and other damaged areas must be repaired within ten (10) business days.

Contractors will be required to provide a sidewalk construction warranty for one year from the date of installation. The warranty shall cover significant deterioration of the sidewalk or other deficiencies caused by the work performed by the Contractor.

The City of Flint reserves the right to select the service provider(s) which best meet the City's goals and objectives, needs, budget constraints, and quality levels, as well as its service level expectations. The City reserves the right, in its sole discretion, to reject any/or all bids, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which bid is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City of Flint.

The bid should contain the following information:

- I. **Business Organization** – State the full name, address, phone number and fax number of your business and whether you operate as an individual, partnership or corporation. Also indicate if you are a female or minority owned and/or operated business.

- II. **List of Business's Experience** with federal, state or municipal programs pertaining to sidewalk replacement. If applicable, also identify other services performed for federal, state or municipal programs.
- III. **Fee Schedule** – Please state your standard fee schedule according to the standard formats of compensation.
- IV. **Proof of Appropriate State Certification** – Provide proof that you are licensed to operate in Michigan.
- V. **Management Summary** – Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.
- VI. **Qualifications** – Please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.
- VII. **Reference** – References from at least two (2) clients for whom your company has completed sidewalk repair services within the last two (2) years. The references should include the name, address, and telephone number of a contact person for each reference cited.
- VIII. **List of Firm's Insurance Policies** – Please indicate the insurer, policy numbers and amount pertaining to required services, including policies for sidewalk replacement services.

50/50 SIDEWALK REPLACEMENT PROGRAM

PROPOSAL A

Removal and replacement of four inch (4") concrete sidewalk per square foot per location, including installation and/or removal of sand, dirt or grinding of tree roots as needed to meet grade. Back filling with clean fill dirt and removal of wood forms is required. **Permits required for all work per location/home address.**

_____ PER SQUARE FOOT
(unit price figures)

Removal and replacement of four inch (4") concrete sidewalk with ADA ramp (see specifications) per square foot per location, including installation and/or removal of sand, dirt or grinding of tree roots as needed to meet grade. Back filling with clean fill dirt and removal of wood forms is required. **Permits required for all work per location/home address.**

_____ PER SQUARE FOOT
(unit price figures)

PROPOSAL B

Removal and replacement of six inch (6") concrete sidewalk per square foot per location, including installation and/or removal of sand, dirt or grinding of tree roots as needed to meet grade. Back filling with clean dirt and removal of wood forms is required. **Permits required for all work per location/home address.**

_____ PER SQUARE FOOT
(unit price figures)

Removal and replacement of six inch (6") concrete sidewalk with ADA ramp (see specifications) per square foot per location, including installation and/or removal of sand, dirt or grinding of tree roots as needed to meet grade. Back filling with clean fill dirt and removal of wood forms is required. **Permits required for all work per location/home address.**

_____ PER SQUARE FOOT
(unit price figures)

PROPOSAL C

Removal and relocate replacement of four inch (4") concrete sidewalk around trees per square foot per location, including excavation, installation, removal of soil, additional sand, grinding of tree roots as needed. Area of removed sidewalk requires topsoil, grading and grass seeding at no extra cost.

_____ PER SQUARE FOOT
(unit price figures)

Cash discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. **Delivery can be made in (_____) days after receipt of order.**

All BIDS 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.**

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

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, 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.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in (_____) days ARO (after receipt of order).

Payment Terms: _____ Fed. ID #: _____

(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

Company Name (Respondent): _____

(Printed)

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____ DATE: _____

(Authorized Representative)

Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with 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, named as "Additional Insured". This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors' Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(b) Worker's Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with 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, named as "Additional Insured". This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto".

(d) Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder". Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

1. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *“It is understood and agreed that the following shall be Additional Insureds: the City of Flint, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”*
2. **Cancellation Notice:** Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: *“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”*
3. **Proof of Insurance Coverage:** The Contractor shall provide the City of Flint, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Flint at least ten (10) days prior to the expiration date.

HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Flint against any and all claims, demands, suits, or loss, including all costs and attorney fees 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 in behalf of the City of Flint by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

ACCEPTANCE OF CONDITIONS/NON-COLLUSION AFFIRMATION

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide human resource consulting services as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm partnership, or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder’s fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer’s services, or (2) benefit from an award resulting in a “Conflict of Interest.” A “Conflict of Interest” shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Flint. Proposers shall identify any interests, and the individuals involved on a separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The Proposer, in submitting this proposal, agrees that the Proposer shall include in their resume any and all information pertinent to aiding the City in determining the abilities of the Proposer. Proposer shall submit, along with their proposal, a list of their equipment for City inspection. Proposer shall execute a contract awarded on the basis of this proposal within ten (10) days after being notified to proceed with work.

The undersigned certifies on behalf of the Proposer that the Proposer is not an “Iran Linked Business,” as defined in the Iran Economic Sanctions Act of the State of Michigan, 2012 PA 517.

Firm Name: _____

Representative’s Name:

Title: _____

Signature: _____

SELECTION CRITERIA

Proposals will be evaluated and ranked. The City of Flint reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Work Program/Responsiveness to Objectives/Methodology* – The firm shall provide a detailed work program that expressly addresses the City’s objectives and the components identified in the Request for Proposals. The selection committee will determine how well the proposed work program meets the objectives of the City.
2. *Experience and Qualifications/Training* – The firm must have personnel who have experience with services described herein, as well as experience in working with municipal governments or public entities.
3. *Capacity* – Enumeration of the firm’s capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility to the project and the amount of time they will be involved with the project. Submit a timeline for accomplishing the project and state the firm’s ability to complete the project in a timely manner, based on current and anticipated workload.
4. *Comparable Projects* – Provide descriptions of comparable projects/services (3-5) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project. In responding to this requirement a greater emphasis will be placed on the use of a successful process geared to the client’s needs whether it is public or private.

The City shall not be responsible for any fees or costs not specifically set forth in the firm’s proposal.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Flint reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy, or redundant proposals beyond that sufficient to present a complete, and effective proposal, are not necessary or desired.

50/50 SIDEWALK PROGRAM

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter “public”) transactions;
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - ii. Violation of federal or state antitrust laws, or
 - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

NON-BIDDER'S RESPONSE

VENDORS NAME: _

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.

CITY OF FLINT, MICHIGAN AFFIDAVIT

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____

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.

CITY OF FLINT, MICHIGAN AFFIDAVIT
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_____

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.

CITY OF FLINT, MICHIGAN AFFIDAVIT
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 _____

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.

CITY OF FLINT, MICHIGAN AFFIDAVIT

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.