

**FINANCE DEPARTMENT  
DIVISION OF PURCHASES & SUPPLIES**



**Sheldon A. Neeley, Mayor**

**PROPOSAL #22000710**

**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

**Date Posted: 6/16/21**

**PROPOSAL NO. 22000710****COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

Based on the COVID-19 public health threat, and the COVID-19 local state of emergency, the City is taking steps to mitigate the spread of COVID-19, keeping the public and staff safe. Therefore, if dropping off a bid, you will be asked to maintain 6 feet of separation from other individuals indoors, wear a face covering and complete a temperature check for entry into City Hall based on MIOSHA Emergency Rules COVID-19 that are in effect until October 14, 2021. The rules are subject to change.

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

**PROPOSAL # 22000709**

**SCOPE OF WORK:**

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

**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

- One (1) original with original signatures
- Four (4) copies unbound
- One (1) Electronic copy of your complete bid on USB drive

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

1. The mail in **HARD COPY** with the original signature (signed documents), 4 additional paper copies and the USB drive must be received by **Monday, July 12, 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. Faxed bids are not accepted.

**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.**

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:

Christopher Mumby  
810-766-7340  
[cmumby@cityofflint.com](mailto:cmumby@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".

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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)

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Any written questions regarding this project shall be directed to Christopher Mumby at [cmumby@cityofflint.com](mailto:cmumby@cityofflint.com) using the subject title of “RFP #22-710 – COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS Questions.” Questions must be submitted by **Monday, June 21, 2021** before 10:00 AM (EST). Please see attached form for Question submittal form.

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Milestone	Timeframe
RFP issuance	Wednesday, June 16, 2021
<b>Questions to submit before</b> Mandatory Vendor pre-proposal meeting	Monday, June 21, 2021 before 10:00 AM
Mandatory Vendor Pre-proposal meeting	Tuesday, June 22, 2021 at 10:00 AM
Deadline for clarification questions	Wednesday, June 23, 2021 by 10:00 AM
City distributes responses for Vendor RFP clarification questions and additional Information in addenda	Friday, June 25, 2021 by 11:00 AM
Vendor proposals due date	Monday, July 12, 2021 at 11:00 AM
Notification of interviews (if applicable)	(TBD)
Vendor interviews	July 12 – 16, 2021
Selection of Vendor	July 28, 2021
Delivery of Transition Plan (due)	July 28, 2021
Commencement of Compost Collection Services	August 10 – September 30, 2021

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### **MANDATORY Vendor Pre-Proposal Meeting – Tuesday, June 22, 2021 at 10:00 AM**

#### **Join with Google Meet**

[meet.google.com/eee-atqc-xco](https://meet.google.com/eee-atqc-xco)

Meeting ID

[meet.google.com/eee-atqc-xco](https://meet.google.com/eee-atqc-xco)

Phone Numbers

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

**PIN: 506 855 238 8013#**

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**Bid Opening Due Date – Monday, July 12, 2021 at 11:00 AM**

There are two ways to attend the bid opening:

- 1) Bid Opening via Google Meet Bidders. The public is invited to view the opening by joining the Google Meet link below:

**Join with Google Meet**

[meet.google.com/sqy-pyqu-qph](https://meet.google.com/sqy-pyqu-qph)

**Meeting ID**

[meet.google.com/sqy-pyqu-qph](https://meet.google.com/sqy-pyqu-qph)

**Phone Numbers**

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

**PIN: 921 324 442 4211#**

- 2) In person. The public is invited to view the bid opening in person by attending at: **City of Flint, 1101 S. Saginaw St., McKenzie Conference Room, 2<sup>nd</sup> Floor, Flint, MI 48502**. Unvaccinated individuals are required to wear a face covering (unless unable to medically tolerate) and maintain social distancing. All individuals are required to complete a symptoms check.

If you have any problems signing in, please call Au Lisa McGovern at (810) 766-7340 or email at [amcgovern@cityofflint.com](mailto:amcgovern@cityofflint.com)

Sincerely,



Christopher Mumby, Interim 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 MAJEURE:** 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.



**PROPOSAL NO. 22000710**  
**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

**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****PROPOSAL NO. 22000710  
COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

The City of Flint (hereinafter "the City") is soliciting proposals from qualified contractors to provide compost, yard waste, brush, twigs, branches, grass clipping including all materials pertaining to compost (hereinafter "compost materials") collection services. This service shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal. The services requested will be for either a three (3) year period that may be extended or renewed after the initial term for a period up to two (2) years by mutual consent of both parties. If vendors are seeking to expand their workforce to accommodate this contract, the City encourages hiring citizens within the City in order to fulfill the company's requirements.

**Information about the City of Flint**

The City, incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate<sup>1</sup>). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- form of government since November 4, 1974. A new City Charter was adopted on August 7, 2017 and became effective on January 1, 2018. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (with the exception of the terms to begin after the November 2021 election, which will be a five-year term), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing to City boards and commissions, and other responsibilities as outlined in the City's Code of Ordinances.

The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term (except for the current mayoral office, which is a three-year term) in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day-operations for the municipality.

**The City requires vendors to provide the following services:****Transitional Plan**

- The written transitional plan will be delivered to the City no later than July 28, 2021.

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<sup>1</sup> The decennial census was completed in 2020, therefore actual population numbers may vary.

- Provide a transitional plan for implementing services, which will include how the vendor will perform the services in the City, the routes that will be performed and the day of the week in which those routes will be serviced.

**Marketing Plan**

- Provide marketing plan that should include information on how selected Contractor will communicate services to the citizens of Flint along with how citizens will communicate back to the Contractor.

**Compost Collection Services** The City is requesting that the selected vendor provide compost collection five (5) days a week during the compost season (April through November) for approximately 34,305 service units, with collection of Compost one (1) time per week from City residences. If vendor would like to implement a collection system other than the said five days, vendor must articulate their plan within their proposal.

- Collection of Compost Material during appropriate season (April – November) one (1) time per week from City residences. Note: Consider a plan for the extension of service dates due to late leaf drops.
- All compost material placed in paper bags with a maximum capacity of 32 gallons or an open container with a maximum capacity of 32 gallons weighing less than 50 pounds will be eligible for residential service.

**Required Special Services**

- An annual four-week spring cleanup throughout the City.
- Handicapped special pick-up services
- Special residential and neighborhood collection initiatives
- Christmas Tree pickup and disposal

**Waste Disposal Services**

- Compost Material delivered to a compost facility that is licensed and State of Michigan approved.

**Dumpsters**

- Vendor will provide dumpsters to special programs that involve remediating trash within the neighborhoods at no additional costs to the City of Flint. Special Programs are Blight department projects including Cleanups through Community Development Block Grant (“CDBG”) funds.
- Vendor will provide dumpsters for special events. Special Events include but are not limited to abandoned schools and park cleanups, administration and City Council neighborhood cleanups and neighborhood cleanups organized through Blight Department

**Customer Service:**

- Field and respond to all calls from customers for missed pickups
- Bi-weekly report on status of all inquiries, resolution to all issues and current status on unresolved issues; will report to an assigned City Representative

- Customer Service calls to vendor from resident should provide alternative options for disposing of unacceptable items.

**Reporting:**

- The City is requiring the vendor to submit reports that track tonnage and/or volumes for compost collected on a weekly basis.
- Monthly meetings required between vendor and City Representatives to review contract requirements, concerns of service, discuss needs of the residents, and any other topic to continue services in a fluid manner.
- In the second (2<sup>nd</sup>) and, if applicable, fourth (4<sup>th</sup>) years of the contract, perform (during the Fall Season between September 1st and October 31st) a house count with a representative of the City of Flint.

**Additional Requests:**

- Vendor is required to develop and submit a full Natural Disaster Debris Management Plan for the City of Flint in the first year of the awarded contract.
- Provide residents a means to dispose of a trailer load of compost without cost to the resident with a City permit at the compost facility that is being utilized by said vendor.
- Fight Blight Program -The City has a blight concern. Vendor will have to include in their proposal a plan that will assist the City in fighting the blight problem. The plan can be articulated on a separate sheet of paper and must include the plan, how it will operate, and the cost associate with implementing said plan.

**Submittal Requirements**

Vendors that are interested in submitting proposals for these services must at a minimum submit the following information with their proposal. Proposal must include a table of contents with requested information placed in the following order by divider tabs.

**TAB 1****COST**

- Complete the cost analysis forms on the next pages. All calculations are to be based on the 34,305 service unit number and must be itemized.
- Pricing is being requested for a three-year (3) contract period that may be extended or renewed after the initial term for a period of up to two (2) years. Vendor is to provide a completed itemized pricing analysis form for each year.

**COST ANALYSIS FORMS**

**Three Year Contract Pricing with extension options**

Vendor must submit these forms with their proposal.

**REQUIRED: The City is asking for a weekly and a bi-weekly pricing for compost collection services**

Description of Service	Year 1	Year 2	Year 3	EXTENSION Year 1	EXTENSION Year 2
Collection of compost - April through November (once per week )	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit
Collection of compost - April through November (biweekly )	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit	\$ _____ per unit
Price of roll off containers for Special Programs (pricing should be on 20 & 40)	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container
Price of roll off containers for Blight Services (pricing should be on 20 & 40)	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container	\$ _____ per 20 YD container \$ _____ per 40 YD container
Other services (please specify)					

**TAB 2**CAPACITY

- Vendor is to provide a list of equipment /assets in which company owns and intends to use to complete the work as defined in this document. City may contact vendor to perform an on-site inspection of listed equipment.

**TAB 3**FINANCIAL CAPACITY

- Detail your company's financial health by providing the City with your latest financial statements or letters from appropriate sources (CPA/accountant) which should document that vendor has financial capacity to fulfill the contract obligations, finance required equipment, and working capital. Note: This information must be attached to the proposal at time of submittal. Incomplete proposals will not be considered.

**TAB 4**RESIDENTIAL PROGRAM

- Provide a written overview of the services that the vendor will provide, detail any limitations that will be placed on each resident, how the program will function, and any details that are important for understanding the features of the vendor's program. This overview should address all services specified in this scope of services.

**TAB 5**TRANSITIONAL PLAN

- Vendor is to provide transitional plan as described in this RFP.

**TAB 6**MARKETING PLAN

- Vendor is to provide marketing plan as described in this RFP.

**TAB 7**REPORTING, AND CUSTOMER SERVICE-

- Vendor is to provide information on how their company will track, record, and submit monthly reports that reflect data on volumes of compost collected.
- Vendor is to provide information on how their company will manage the customer service needs for the City of Flint as required in the scope of service.

**TAB 8**DISPOSAL FACILITIES AND SUBCONTRACTORS

- Identify all subcontractors (if applicable) and provide same information as a proposed vendor. Vendor is to include the name of the Compost Facility, in which compost will be disposed at for the period of this contract. The City may request financial information of said facilities at a later date.

**TAB 9**BLIGHT

- Vendor will provide a plan on how to assist the City in combating blight throughout the City. The plan must include the how the plan will operate, and the cost associate with implementing said plan.

**TAB 10**ADDITIONAL REQUESTS

- Vendors will submit a plan that encompasses all requirements listed under the “Requested Services” section of this RFP.

**TAB 11**EDUCATIONAL AND MARKETING MATERIAL

- Vendors will provide educational and marketing material for residential distribution to support current compost service programs.

All information provided of the vendor is public information and will be available through the Freedom of Information Act (FOIA) after the bid is awarded without regard to the vendor placing any demarcation of “confidentiality” on its submittal.

The City of Flint is seeking the most cost-effective offer for these services, with minimum interruption for the City’s residents. Vendors may submit proposals that they feel will accomplish the task as outlined in this proposal and articulate any alternatives or enhancements that will carry out the program.

**Vehicle Requirements**

- Must provide quarterly Michigan Department of Transportation (MDOT) Certification of all vehicles used within the City of Flint.
- Must provide Genesee County Metropolitan Planning Commission (GCMPC) proof of yearly permits on all vehicles used within the City of Flint.
- List of all vehicles being used within the City of Flint must be provided before service begins. All additions or deletions of servicing vehicles must be provided within a week of the change.

Once a vendor has been selected, the City may perform a vehicle inspection and will perform no more than four performance evaluations during the fiscal year, but at least twice during said period. Elements of the evaluation will be disclosed before the execution of the contract. In addition, the City may assess penalties listed below for any documented incidents that are reported to the City. Penalties will be deducted from the monthly payment made by the City to the selected vendor. Disagreements will be subject to a review and resolution procedures that will be provided in the contract.

Action or Omission	Penalty Amt.
Failure to collect spilled materials	Cost of cleanup to the City plus \$1,000 each incident
Leakage from vendor's vehicles or vehicle contents	\$500 each vehicle, each inspection
Failure to collect any and all garbage or other waste within one business day after notification	\$250 each incident
Collection from residential premises on day other than scheduled day	\$50 per structure
Misrepresentation by vendor in records or report	\$1,500 per incident
Failure to make required reports on time	\$500 per incident
Failure to maintain clean and sanitary vehicles	\$250 per vehicle/per occurrence
Failure to comply with the hours of operation as required in this agreement	\$100 per incident



**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS  
FREQUENT QUESTIONS AND ANSWERS**

1. Can you please provide the current annual tonnages for: compost material?  
Compost 3,100 tons (estimated tonnage for 2020)
  
2. Can you provide more details on the Special Neighborhood Collection? What type of collection is expected? How many times? What type of items are collected? How many dumpsters are required?  
A Special Neighborhood Collection is organized through the COF Blight Department by a neighborhood group/residents as an opportunity for neighborhood groups/residents to organize a cleanup effort in their neighborhood.  
30 to 40 yard dumpsters will be expected upon request. Vendors may propose any solution in which they want to implement in handling special neighborhood collection.
  
3. Can all of the service/waste types (with the exception of recycling) be co-mingled and collected with the same truck/route? Example – garbage collection is mixed with yard waste/compost, large items, and litter abatement.  
Co-mingled process must follow city, county, state and federal environmental guidelines.
  
4. Could you provide the current collection routes for each service type?  
Day of services map is provided on the City of Flint’s Sanitation website page. Route maps are not available.
  
5. Do the current prices include disposal?  
Yes
  
6. Could you provide the current tipping fees for each material?  
Not available
  
7. Could you provide the current disposal facilities being used?  
Country Oaks Landscaping
  
8. Is the current service provider using carts for solid waste collection and compost material collection?  
No  
If so, who is the owner of these carts? If they are owned by the City, can the carts be used by the new Contractor?
  
9. What is the anticipated start date of the new contract?  
The contract could start as soon as August 10 to September 30, 2021.

**COMPOST COLLECTION SERVICES  
FREQUENT QUESTIONS AND ANSWERS (Continued)**

10. Can you provide more details on the expectations, from a compost collections service provider, for assisting with the Blight problem? Is the City looking for additional compost collections? What types of collections? How often and with what type of equipment?  
Request vendor to provide suggestions to improve blight conditions within the City. Can use “Blight Elimination Framework” (which is provided on the City’s website) as a reference tool.
11. What are the current service levels? Do City residents use vendor supplied carts for any service offering?  
City residents use 18 gallon bins for recycling provided by vendor. Compost and solid waste containers are the responsibilities of the resident.
12. Are the extension periods mutual?  
Yes, both parties must agree.
13. How many fines have been levied against the current Hauler? What was the total cost?  
None
14. How many collections were performed for Special Neighborhood Collections weekly?  
There were 93 dumpsters requested in 2019, and 119 dumpsters requested in 2020 for Special Neighborhood Collections. Approximately 20 dumpsters are used each year for vegetation.
15. Please provide copies of Report for Tonnage, and Participation for the last 3 years.  
Reports not available.
16. How are we billing this work?  
Monthly
17. How many Special Event Containers are expected per year? What size?  
Special events are separate requests made outside of the contract for residential services.
18. Are Fuel Adjustments allowable?  
Allowable, but have to be requested in the response to the RFP.
19. Are alternatives proposals allowed?  
The City will review alternatives that are submitted, but requested proposal must also be provided.
20. Does the City desire to split the award of this contract between multiple vendors?  
It is not the intent of the City to split the award.

**COMPOST COLLECTION SERVICES  
FREQUENT QUESTIONS AND ANSWERS (Continued)**

21. Professional Liability Coverage described in Exhibit E, this is typically for professional services and consulting contracts, is this coverage mandatory for Compost Collection Services?  
Yes
22. What is the amount of the required Performance Bond?  
Contractor shall furnish to the City at his or her own cost, performance bond which shall become binding upon the awarding of the contract to the Contractor. The performance bond should represent an amount of vendor's cost to collect compost for 34,305 subscribers for one year.
23. Frequency of Special Neighborhood, Dead Animal, and Tire Collections?  
Frequency of Special neighborhood collections. Dead animal and tire collections should be proposed by vendor in their bid. Current services should be the base guideline of services available to the City within the bid. Dead animals are picked up as needed. Tire program for last year and this year is to provide services during Tire Buy Back Program during "Love Your City Month".
24. Will the City factor the price of collecting compost over an eight (8) month period or twelve (12) month?  
The City will use the eight-month period in figuring the overall price from the vendor to perform the service.

**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**

**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.

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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.

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

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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.

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

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6. List any contracts not completed on time.

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

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❖ 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 or cost of annual contract.

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.*



**COMPOST COLLECTION SERVICES FOR CITY OF FLINT – (3) YEARS**  
**SUBMITTAL FORM FOR QUESTIONS**  
**Due June 21, 2021 by 10:00 am**

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

<b>Company Name</b>	
<b>Representative Name</b>	
<b>Address:</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

\_\_\_\_\_

(Representative Signature) Date

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