

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

PROPOSAL #23000501

LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES PROVIDER

Date Posted: 9/28/22

PROPOSAL NO. 23000501**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 # 23000501**SCOPE OF WORK:**

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

LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES PROVIDER

Per the attached additional requirements.

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

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 2 additional copies unbound
- 1 electronic copy

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

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Monday, October 17, 2022, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to PurchasingBids@cityofflint.com by **Monday, October 17, 2022 by 11:00 AM** (EST). Please note that in the subject line of the email, type in the proposal name and number.
2. Faxed bids are not accepted.
3. Both mail in proposal and electronic submittal must be received by due date and time.

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

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

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

Lauren Rowley

810-766-7340

lrowley@cityofflint.com

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

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

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

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

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

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

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

Link to City of Flint open solicitations:

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

Any written questions regarding this project shall be directed to Lauren Rowley, Purchasing Manager at rowley@cityofflint.com using the subject title of "RFP #23-501 – LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES PROVIDER." Questions must be submitted by **Wednesday, October 12, 2022** before 10:00 A.M. (EST). Please see attached form for Question submittal form.

Bid Opening Due Date – Monday, October 17, 2022 at 11:00 A.M.

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

Join with Google Meet

Meeting ID

meet.google.com/oub-isdi-sns

Phone Numbers

(US) +1 609-491-2257

PIN: 140 437 292#

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting at the City of Flint will be held on **Monday, October 10th at 10:00 am EST at the McKenzie Conference Room 2nd Floor, 1101 S. Saginaw St, Flint, MI 48502.** This venue will also allow contractors to ask any questions concerning this Project. Failure to attend this meeting may result in disqualification of your bid.

Interested bidders must submit a notice of intent in writing to attend the pre-bid meeting to Mikeshia Loring, Program Manager at mloring@cityofflint.com by Friday, October 7, 2022 at 3:00 P.M. EST.

IN PERSON

The public is invited to view the bid opening in person by attending at McKenzie Conference Room, 2nd Floor, 1101 S. Saginaw St., Flint, MI 48502.

If you have any problems signing in, please email purchasingbids@cityofflint.com.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Rowley".

Lauren Rowley
Purchasing Manager

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 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.

- 48) **ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

- 49) **BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

PROPOSAL NO. 23000501
LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES
PROVIDER

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. 23000501
LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES
PROVIDER

Specifications for LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM SERVICES PROVIDER**Project Description**

The City of Flint Lead Based Paint Hazard Control Program's mission is to produce lead-safe housing for families with children under age six living in high-risk neighborhoods. The program offers funding to eligible property owners to control or abate lead-based paint hazards in privately-held 1-4 unit residential structures built before 1978. By definition, single-family dwellings contain up to four (4) units. Dwellings typically contain eight (8) rooms, with the exterior being counted as one room. Restrooms are considered a room; closets are not. Primary work activities include window and door replacement, painting, siding, porch repair and/or replacement, bare soil treatment and minor repair work. This project is funded by a federal grant from HUD's Lead Hazard Reduction Demonstration (LHRD) and Healthy Homes (HH) Grant Programs, determining cost per unit LBPHC Scope of Work.

** Multiple vendors may be awarded for this project.

***This RFP includes 10 homes to be serviced. More details of these homes including LIRA reports will be addressed at the mandatory pre-bid meeting. Please see the next page for more details.**

Refer to The HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing (2012 Edition). Visit www.hud.gov for more information.

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

The City of Flint, Michigan, is seeking proposals from a qualified Licensed/Lead certified Contractor experienced in performing **Lead Based Paint Hazard interim control and/or abatement Scope of Work determined by COF LBPHC Program Manager and a City of Flint approved Lead Inspector/Risk Assessor provided LIRA Report. In partnership with the City of Flint, approved Lead Inspector/Risk Assessor, the Contractor will also design and bid out projects, administer the associated construction paperwork and provide construction oversight/labor on up to 10 units. City of Flint located contractors will be given preference.**

In consultation with the City of Flint LBPHC Program Manager, the respondent selected pursuant to this RFP (the "selected respondent") must have the capacity to work within the City of Flint and approved program applicants, which requires managing sensitive personal information. Contractor must demonstrate experience working with residents and meeting deadlines. Contractor is to be in compliance with federal and state laws and have good working relationships with the City of Flint and the Michigan Department of Health and Human Services.

RFP Timeline

Date	Description
RFP Issued	Monday, September 26, 2022
Mandatory Pre-Bid Meeting	Monday, October 10, 2022
Questions Due	Wednesday, October 12, 2022
RFP Due	Monday, October 17, 2022
Bidder Selection	October-November, 2022
Council Approval	TBD

Access to Locations

The Contractor is responsible for obtaining access to the properties. Most of the properties are occupied. Some of the properties may be locked and secured. It is the responsibility of the Contractor to coordinate access to locked and secured properties with the homeowner and the Project Manager. Thus, successful completion of an inspection may require more than one site visit to a property. Contractor is to work with the LBPHC Program manager and a City of Flint approved Lead Inspector/Risk Assessor who will provide unit assessments for Healthy Homes Hazards (per the Healthy Homes Rating System), provide full Lead Inspection/ Risk Assessments (including lab sample testing), create designs for scope of work and bid out the projects per a sealed bid process.

In partnership with the COF LBPHC Program Manager, the Contractor is to oversee project site activities for compliance with lead abatement practices.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting regarding this RFP will be held on **Monday, October 10, 2022** at **10:00 A.M. EST** at the City of Flint McKenzie Conference Room 2nd Floor, 1101 S. Saginaw Street, Flint, MI, 48502. A notice of intent must be submitted to Mikesha Loring, LBPHC Program Manager at mloring@cityofflint.com by **Friday, October 7, 2022 at 3:00 P.M. EST**. Prospective bidders are to meet here, with a department official being present to give a detailed presentation regarding this project. LIRA reports and COF approved Scope of Work for each house will be handed out at this meeting. This will be the only venue that potential contractors will be able to have a face-to-face conversation with the Purchasing and LBPHC departments. This venue will also allow contractors to ask any questions concerning this Project. Failure to attend this meeting may result in disqualification of your bid.

TASK 1 Lead Remediation/Construction Oversight, and Clearances

The COF LBPHC strategy includes a combination of abatement and interim control methods, with emphasis on the use of interim controls when substrates are in fair or better condition. The COF LBPHC Program's key hazard elimination strategy will be the replacement of all operable prime windows, doors and siding identified with lead paint hazards in each unit.

TASK 2 Work Specifications and Bids

At the initial unit screening, the PM or Rehab Agent will inspect the unit and note any rehabilitation issues contributing to the deterioration of painted surfaces. This information will be combined with the recommendations of the combination Risk Assessment/Paint Inspection and work specifications and a cost estimate will be written by the Remediation Specialist to include remediation of all lead hazards and minor rehabilitation work required to protect surfaces with lead paint. The COF LBPHC Program Service Provider will ensure all necessary work is completed with certified staff or by following standard per house bidding procedures.

The standard City of Flint policies and procedures for procurement will be followed including mandatory pre-bid meetings. The initial inspection notes, prepared work specifications, State Historic Preservation Office review and environmental clearance will be submitted to the Program Manager for review and approval prior to initiating the bid process.

Once the work specifications are written, they are submitted to the Program Manager for final approval. Upon approval, the work specifications are placed out to bid in packages of one unit to a maximum of five units. This allows the contractor who is awarded a package to be guaranteed a certain amount of work.

TASK 3 Lead Remediation/Construction Oversight, Relocations, and Clearances

The COF LBPHC strategy includes a combination of abatement and interim control methods, with emphasis on the use of interim controls when substrates are in fair or better condition. The COF LBPHC Program's key hazard elimination strategy will be the replacement of all operable prime windows, doors and siding identified with lead paint hazards in each unit.

Contractor is to provide oversight for lead hazard control projects to assure compliance with state and federal guidelines for these activities. Contractor will administer the construction contract, collect required documentation, obtain necessary sign-offs for invoice billing, payment distribution, and change orders.

Contractor will work with the City of Flint LBPHC Program manager on temporary relocation stipends, as needed, for residents during the hazard control work. (Relocation stipends are a separate reimbursement cost paid by the Lead Program). Contractor will work with a City of Flint approved Lead Inspector/Risk Assessor to conduct all clearance inspections and document lab testing, (Lab testing fees are a separate reimbursement cost paid by the Lead Program), for project clearances for 10 units.

TASK 4 Healthy Homes Remediation

Contractor is to work in conjunction with a City of Flint approved Lead Inspector/Risk Assessor; a City of Flint approved Lead Inspector/Risk Assessor will conduct the Healthy Homes Rating System (HHRS) Assessments for Lead Program units. HHRS identifies 29 hazard categories caused by different types of defects. Conducting remediation of identified and documented health and safety hazards that are individualized for each of the housing units selected to receive this work where lead hazard control activities are being completed for 10 units.

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Additional Information

To assist Proposers in the development of their RFP the following documents are available for review.

Exhibit A: SUBMISSION & SELECTION

Exhibit B: PROPOSAL FORMAT

General Terms and Conditions

The following terms and conditions are subject to change.

A. Personnel

The Contractor represents that he/she has or will secure, at Contractor's own expense, all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Contractor or under Contractor 's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Unless otherwise stated in this proposal, none of the work services covered by the Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of the Contract.

B. Assignability

The Contractor shall not assign any interest in the Agreement and shall not transfer an interest in the same (whether by assignment or elevation), without the prior written consent of the City thereto; provided, however, that claims for money by the Contractor from the City Lender the Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Findings Confidential

All of the reports, information, data, City of Flint approved contractor. Any prepared or assembled by the Contractor under the Contract are confidential and the Contractor agrees that they shall not be made available to an individual or organization without the prior written approval of the City.

D. Copyright

No report, maps or other documents produced in whole or in part under the Agreement shall be the Subject of any application for copyright by, or on behalf of, the Contractor.

E. Independent Contractor Status

It is expressly understood that the Contractor named in any proposed agreement is acting solely as an independent contractor, not as an agent or employee of the City. The City shall not under any circumstances be liable to the Contractor for or any person or persons acting for or under it or to any person for any deaths, injuries, or property damage received or claimed unless any such liability arises by virtue of the sole negligence of the City its officers or employees and the Contractor agrees to defend and hold the City free and harmless from liability which is not due to any fault of the City, its officers, agents, or employees.

F. Compliance with Local, State and Federal Law

The Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

G. Hold Harmless Clause

The Contractor shall indemnify and save harmless the City against all loss, cost, or damage on account of an injury to persons or property, including employees or property of the City occurring in the performance of the contract.

H. Insurance Requirement

Contractor shall provide written proof of insurance coverage for personal injury and property damage, including comprehensive general and automobile liability and contractual liability in a form and amount acceptable to the City. Carrier shall provide notice of any change in or limitation of coverage or of cancellation no less than 25 days prior to the effective date. All coverage shall be provided by a carrier authorized to transact business in Michigan and shall be primary.

EXHIBIT A

SUBMISSION & SELECTION

I. Submission of Questions

- To ensure a fair and impartial process, the COF's Procurement Office will *only* address on time and properly submitted questions.
- Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Board members or COF staff.
- All questions and answers related to this RFP will be supplied to Bidders that submitted questions, and/or to organizations providing the Procurement Office with notification of intent to submit a proposal.

- A. Due Date. Submit all questions regarding the RFP via email by Wednesday, October 12, 2022 at 10:00 A.M. Eastern Time (Detroit). Submissions received at 10:01 A.M. are considered late and will not be considered further.

Responses to properly submitted questions will be posted on or around Thursday, October 13, 2022. The COF will hold no other question sessions or bidder's conferences.

B. Delivery of Proposal

- Proposals are to be addressed to the City of Flint Department of Purchases and Supplies, Flint, MI, 48502 by no later than Monday, October 17, 2022 at 11:00 A.M. EST.
-

II. Submission of Proposal

- Submitted proposals must respond to and address the tasks, activities, listed requirements and questions outlined in the Scope of Work of this RFP and its attached and incorporated exhibits.
- The COF shall not be liable for any costs that a Bidder may incur while preparing a proposal.
- The COF shall not be liable for any costs that a Bidder may incur prior to the complete execution of a contract.
- If the COF enters into a contract, the COF's consideration (payment) shall be limited to the term of the contract.

III. Selection of Proposal

The selection of a proposal shall be subject to a review by the COF's Legal Division concerning conflicts of interest and/or participation in COF programs by the Bidder, its officers, employees, subcontractors or independent contractors.

A. Selection Criteria. The COF will select the proposal based on Selection Criteria listed below:

- | | | |
|----|--|-------------|
| 1. | The depth of the contractor's team, applicable knowledge, and the capacity of the firm, to perform the work and manage the project within the budget limitations of the grant; | (40 Points) |
| 2. | Adequacy of proposed methodology, staffing, and time frames for performing services | (30 Points) |
| 3. | The contractor's knowledge and experience regarding Communication skills and social barriers, including clarity of proposal. | (20 Points) |
| 4. | Reasonableness and feasibility of fee | (10 Points) |

Total Possible Points:	100 Points
------------------------	------------

Note: The COF will utilize all Bidder information to determine the best value for the services sought, and is not obligated to accept the lowest price proposal.

B. Proposal Selection. The selection committee shall review and rate all properly submitted proposals against the set of criteria found in Exhibit B. In addition, the top 2-3 ranked firms may be invited for an interview prior to final selection. The COF's review may take up to four weeks after the closing date for submitting proposals. The COF anticipates notifying the selected contractor on or about August 2022 via e-mail and posting

on the COF's website; however, the selection and final notice of award will be contingent on approval by the Michigan Civil Service Commission and the COF's Board.

Note: The COF will utilize all Bidder information to determine the best value for the services sought, and is not obligated to accept the lowest price proposal.

C. Cancellation of Selected Proposal. The selection of a proposal by the COF may be cancelled at any time prior to the complete execution of a contract. If the COF cancels its selection of a proposal, the COF may repost this or a similar RFP and re-seek proposals. Reasons for canceling the selected proposal may include, but are not limited to, the following:

1. Refusal of Department of Civil Service to process required forms.
2. Refusal of duly authorized COF signatory to execute the contract.

EXHIBIT B

PROPOSAL FORMAT

I. Overview

- Proposals must be submitted in the format described in this Exhibit as outlined below.
- There should be no attachments, enclosures or exhibits other than those considered by the Bidder to be essential to a complete understanding of the proposal.
- Each section must be clearly identified with appropriate headings and/or table of contents.
- The proposal should be clear, accurate, and complete, with sufficient detail to enable the COF to evaluate the services and methods proposed.

II. Headers and Contents

- Proposals not including requested information may be viewed by the COF as non-responsive and not considered further. Bidders are strongly encouraged to review their proposals prior to submission to ensure that all requested information is included.

A. Company Background Information.

1. Legal business name and address.

[Name]
[Street Address]
[City, State, Zip]
[Phone Number]
[Website address]

2. The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company, foreign).

Note: Prior to contract execution, the selected contractor will be required to provide proof of authorization to conduct business in the State of Michigan.

3. Any applicable "Doing Business As" names.
4. Any branch office, or name and address of the registered agent, if applicable.
5. Legal business name of any applicable parent company, and its address.
6. State your business is incorporated in.
7. Number of years in business and number of employees.
8. Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)?
(Yes / No)
If Yes, why and how has it affected your company?
9. Has your company ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State?
(Yes / No)
If Yes, provide the date, governmental entity, and details surrounding the action.
10. Has your company ever been sued by the State of Michigan? (Yes / No)
If Yes, provide the date, case caption, case number, and identify the court that the case was filed in.
11. Within the past five (5) years, has your company defaulted on a government contract, or been terminated for cause by any governmental entity, including the State?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
12. Within the past five (5) years, has your company defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by your company?
(Yes / No)
If Yes, provide the date of action, contracting entity, type of contract, and details surrounding the termination or default.
13. Does your company have experience working with the City of Flint?
(Yes / No)
If Yes, please provide a list (including the contract number) of the contracts you hold or have held with the City for the last 5 years.

B. Management and Personnel. Answer/Address the following:

1. Authorized Signatory. The Bidder must clearly identify the name and title of an official authorized to commit the Bidder to the terms and conditions of the proposal.
 - a. Provide any resolution(s) authorizing the designated official as an approved signatory.
 - b. Proposal must include the statement of bid commitment, see Section H below, signed by the

approved signatory.

2. Officer and Management Summary. Identify manager(s) and/or officer(s) who will manage the contract if it is awarded:
 - a. Provide current contact information including the manager/officer name, title, mailing address, email address, and phone and fax numbers.
 - b. Personnel Summary. Identify proposed key project personnel, including job titles, responsible for performing the activities / services described in the Scope of Work. Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.

C. Experience.

1. Prior Experience of Bidder. Indicate prior experience of your organization that you consider relevant to the successful accomplishment of the project described in this RFP.
 - a. Include sufficient detail to demonstrate the relevance of such experience.
 - Emphasis should be placed on the experience of the firm over the individual employees.
 - At a minimum, provide a number of years of experience in conducting Risk Assessments and Environmental Investigations.
 - b. Include descriptions of qualifying experience, including project descriptions, costs, and start/end dates of projects successfully completed.
2. Professional References. Include 3 professional references who can provide information regarding the Bidder's prior past performance.
3. Additional Information and Comments. Include any other information that is believed to be pertinent but not specifically asked for elsewhere

D. Proposed Services.

1. How Services Will be Rendered. Address and describe the process used to render the services and how the services will be rendered. This should be an overview of the methodology to be used, based on staff and time frames, to meet the project scope of work and complete the required services within the time frame of the project.
2. Use of Subcontractors.
(Yes / No)
If yes, for any work will be subcontracted, describe the following:
 - Work that will be subcontracted.
 - The process used to select the subcontractors.
 - The subcontractor's experience and expertise.
 - The names of the firms/individual(s) who will perform the subcontracted work.
 - How quality of service will be monitored and ensured.
3. Standards. Describe or address the following:
 - a. The standards that the services will satisfy. (If standards of a professional association will be followed, identify the standards and the association.)
 - b. How quality of service will be monitored and ensured.
 - c. Whether "best practices" will be followed. (If applicable, identify the organization and/or document establishing such standards.)

- 4. Security of Data. If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
 - a. Has your organization established and used a policy to address the security of paper and electronic data?
(Yes / No)
If No, explain how your organization addresses the security of paper and electronic data.
(Note: Please do not submit a copy of your security policy.)
 - b. Does your policy address the removal of confidential and/or personal data from storage media?
(For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
(Yes / No)
If No, explain how your organization handles confidential and/or personal data.

- 5. Copyrighted Materials. Acknowledge and/or confirm the following:
 - a. You agree that any and all products produced as a result of this contract shall be the property of the COF.
 - b. You agree that the COF shall (a) hold a copyright on all materials or products produced under the contract and (b) be allowed to file for a copyright with the United States Copyright Office.
 - c. You acknowledge that submitted documents will not contain in part or whole copyrighted materials.

- 6. Estimated budget per home.
 - a. Provide a budget for your submitted proposal. Your proposed fee should be broken out by task based on the proposed scope of work or other logical basis. Please include a time and materials fee schedule for review.
 - b. The City recognizes that it may be difficult for Proposers to develop an accurate budget given the open-ended parameters of this proposal. In light of this concern, Proposers should be aware that the City may negotiate the scope of work of the contract as well as its terms and conditions to "fit" the City's needs and priorities.
 - c. Once the selection committee has selected a firm adequately qualified for the scope of work, the City may negotiate a contract with the selected firm for compensation, which they determine to be fair and reasonable to the City. Should the committee be unable to negotiate a satisfactory contract with the firm selected, the committee may undertake negotiations with another proposing firm.

E. Schedule/Timeline.

- 1. Bids must include a schedule for delivery of services set forth in the Scope of Work, and cite the proposed deadlines for completing the tasks within the Scope of Work.
Include a timetable indicating how the project will be scheduled.

<i>Completed Service/Project Components</i>	<i>Estimated Completion Dates</i>

--	--

Contractors should provide a timeline for completing the various components of the services, considering tasks 1, 2, 3, and 4. (Tasks 1 through 4 may run simultaneously throughout the grant and multiple activities may be required for different projects during an overlapping time frame).

F. Disclosures.

1. Interests in COF Programs. COF programs include, but are not limited to, CDBG and HOME funded programs, and any grants made by or administered by the COF.
 - a. Does the Bidder, its officers, board members, and employees respectively, have any interests in COF programs?
(Yes / No)
If Yes, please provide their name, title, and the COF program for which the interests exist.
 - b. If the Bidder intends to use independent contractors or subcontractors to render services, do the independent contractors or subcontractors and their officers, board members, and employees respectively, have any interests in COF programs?
(Yes / No)
If Yes, please provide their name, title, and the COF program for which the interests exist.

2. Potential Conflicts of Interests. Potential conflicts of interest may arise from the Bidder's officers, employees, members, board members, independent contractors or subcontractors the Bidder will use to render services, if the organization enters into a contract with the COF.
 - a. Is the Bidder currently under contract and/or been awarded a grant from the COF?
(Yes / No)
If Yes, please confirm whether any potential conflict of interest will exist if the COF enters into a contract with the Bidder.
 - b. Does the Bidder, its officers, board members, and employees, hold a position with another entity that may be under contract or receiving a grant from the COF?
(Yes / No)
If Yes, include an organizational chart from each entity under contract or awarded a grant from the COF in which the Bidder or project personnel holds a position. Include each employee's position and title within the entity. In addition, indicate whether the Bidder or the project personnel is responsible for making financial decisions in his/her capacity and what measures have been implemented to ensure that funds are not commingled.

THE COF RESERVES THE RIGHT TO DEEM A BID NON- RESPONSIVE FOR FAILURE TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

3. Family Members Who Work for COF.
 - a. Does the Bidder, its officers, board members, and employees respectively, have family members who work for the COF?
(Yes / No)
If Yes, please provide their name and the name of the family member currently employed at the COF.

Contract Requirements

The tasks Outlined in this RFP will be funded through a United States Department of Housing and Urban Development, Lead Hazard Reduction Demonstration Grant. Therefore, the Contractor must comply with all applicable Federal and State regulations. Contractors are advised to review the rules prior to submittal of a proposal.

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

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

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

Terms: _____

Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

Please list Licenses:

How long have you been in business?

Have you done business with the City of Flint?

If yes, please state the project name.

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

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

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

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

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

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

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

Minimum Limits:

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

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

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

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

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

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

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: _____

NON-BIDDER'S RESPONSE

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

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

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

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

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

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is:

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

_____ **OTHER:** _____

Thank you for your participation in this bid.

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

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

(Official Title)

(Name of Corporation)

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

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



**LEAD BASED PAINT HAZARD CONTROL (LBPHC) PROGRAM
SERVICES PROVIDER**

SUBMITTAL FORM FOR QUESTIONS
Due October 12, 2022 by 10:00 A.M.

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

Company Name	
Representative Name	
Address:	
Telephone Number	
Email Address	

(Representative Signature)

Date

Please email this form to the attention of Lauren Rowley, Purchasing Manager
Email: lrowley@cityofflint.com