

FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

PROPOSAL #23000021

MISC. HARDWARE AND HAND TOOLS - (3) YEARS - REBID

Date Posted: 4/24/23

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

INVITATION TO BID

OWNER/RETURN TO:

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

BID # 23000021

SCOPE OF WORK:

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

MISC. HARDWARE AND HAND TOOLS - (3) YEARS - REBID

Per the attached additional requirements.

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

- (1) printed, signed, original proposal and signed addenda**
- (2) Additional copies unbound**
- 1 electronic copy of all submitted documents**

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

1. The mail in **HARD COPIES** with the original signature (signed documents) must be received by **Thursday, May 11, 2023, by 11:00 AM (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to **PurchasingBids@cityofflint.com** by **Thursday, May 11, 2023, by 11:00 AM (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

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

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

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

Jarin McGee
810-766-7340

jamcgee@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. <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 Jarin McGee, Chief Buyer at jamcgee@cityofflint.com using the subject title of "ITB #23-021 – MISC. HARDWARE AND HAND TOOLS - (3) YEARS - REBID" Questions must be submitted by **Thursday, May 4, 2023**, before 10:00 AM (EST). Please see attached form for Question submittal form.

Bid Opening Due Date – Thursday, May 11, 2023 at 11:00 AM

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

Bid Opening - Misc. Hardware and Hand Tools - 3 Years

Thursday, May 11 · 11:00am – 12:00pm

Google Meet joining info

Video call link: <https://meet.google.com/kcm-bdnc-cqa>

Or dial: (US) +1 662-527-2097 PIN: 327 216 523#

More phone numbers: <https://tel.meet/kcm-bdnc-cqa?pin=3427807878994>

IN PERSON

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

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

Sincerely,



Jarin McGee
Chief Buyer

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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.
- 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.

- 48) **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.

BID NO.23000021
MISC. HARDWARE AND HAND TOOLS - (3) YEARS - REBID

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

B23000021 – (3) YRS – MISC. HARDWARE & HAND TOOLS

BID SPECIFICATIONS City of Flint Water Pollution Control & Citywide Facilities

WATER POLLUTION CONTROL & CITYWIDE
G-4652 Beecher Rd.

FURNISH AS REQUESTED FOR THE PERIOD 07/01/2023 TO 06/30/2026. QUANTITIES ARE NOT GUARANTEED.

PROVIDE MISCELLANEOUS HARDWARE AND HAND TOOLS FOR THE CITY OF FLINT IN ACCORDANCE WITH THE PROPOSAL SUBMITTED BY VENDOR UNDER BID 23000021 (SEE ATTACHMENT FOR PRICING SCHEDULE)

ALL SHIPPING CHARGES ARE TO BE INCLUDED IN THE PRICING.

FOR FURTHER INFORMATION, PLEASE CONTACT JOHN FLORSHINGER, SUPERVISOR AT (810) 766-7210 X 3641.

Only the specifier has the responsibility and judgement for determining whether a proposed substitution is an “or equal or exceeding” specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.

MISC. HARDWARE & HAND TOOLS

BID SPECIFICATIONS (3) YR BID JULY 1, 2023 THRU JUNE 30, 2026 City of Flint Water Pollution Control Facilities

SEE ATTACHED BID SHEET

CITY OF FLINT							
Water Pollution Control							
HARDWARE AND HAND TOOLS							
BID SPECIFICATION LIST							
Upon mutual agreement between the City of Flint and the selected vendor,							
new purchase orders will be issued the beginning of each fiscal year.							
Furnish as requested, within 48 hours notice.							
Approximate quantities not guaranteed.							
Please supply the Manufacturer and reorder number that is being bid.							
QTY	UOM	Item ID	Descr	Mfg. & #	1st year	2nd year	3rd year
12.00	EA	2150004000	Adhesive, Weather Strip 3M 8001,YEL				
6.00	EA		Axe BCO-10069				
6.00	EA	4500090600	Awl, Scratch W/Wood Handle				
2.00	EA	4500254000	Bag,Tool,Canvas 13"L X 8.5"W X 8"H 4 inside pockets				
6.00	EA		Bit, Cobalt Drill 5/64"				
6.00	EA		Bit, Cobalt Drill 3/32"				
6.00	EA		Bit, Cobalt Drill 1/8"				
6.00	EA		Bit, Cobalt Drill 5/32"				
6.00	EA		Bit, Cobalt Drill 3/16"				
6.00	EA		Bit, Cobalt Drill 7/32"				
6.00	EA		Bit, Cobalt Drill 1/4"				
6.00	EA		Bit, Cobalt Drill 9/32"				
6.00	EA		Bit, Cobalt Drill 5/16"				
6.00	EA		Bit, Cobalt Drill 11/32"				
6.00	EA		Bit, Cobalt Drill 3/8"				
6.00	EA		Bit, Cobalt Drill 7/16"				
6.00	EA		Bit, Cobalt Drill 15/32"				
6.00	EA		Bit, Cobalt Drill 1/2"				

QTY	UOM	Item ID	Descr	Mfg. & #	1st year	2nd year	3rd year
6.00	EA		Bit, Cobalt Drill 9/16"				
4.00	EA		Bit, Cobalt Drill 5/8"				
4.00	EA		Bit, Cobalt Drill 3/4"				

12.00	EA	4490027000	Bit, Drill 1/16"				
12.00	EA	4490038000	Bit, Drill 5/64"				
12.00	EA	4490017000	Bit, Drill 3/32"				
12.00	EA	4490041000	Bit, Drill 7/64"				
12.00	EA	4490030000	Bit, Drill 1/8"				
12.00	EA	4490025000	Bit, Drill 9/64"				
12.00	EA	4490020000	Bit, Drill 5/32"				
12.00	EA	4490007000	Bit, Drill 11/64"				
12.00	EA	4490016000	Bit, Drill 3/16"				
12.00	EA	4490009000	Bit, Drill 13/64"				
12.00	EA	4490040000	Bit, Drill 7/32"				
12.00	EA	4490032000	Bit, Drill 15/64"				
12.00	EA	4490004000	Bit, Drill 1/4"				
12.00	EA	4490024010	Bit, Drill 17/64"				
12.00	EA	4490024000	Bit, Drill 9/32"				
12.00	EA	4490011000	Bit, Drill 19/64"				
12.00	EA	4490019000	Bit, Drill 5/16"				
12.00	EA	4490012000	Bit, Drill 21/64"				
12.00	EA	4490006000	Bit, Drill 11/32"				
12.00	EA	4490013000	Bit, Drill 23/64"				
12.00	EA	4490036000	Bit, Drill 3/8"				
12.00	EA	4490014000	Bit, Drill 25/64"				
12.00	EA	4490008000	Bit, Drill 13/32"				
12.00	EA	4490015000	Bit, Drill 27/64"				
12.00	EA	4490023000	Bit, Drill 7/16"				
12.00	EA	4490035000	Bit, Drill 29/64"				
12.00	EA	4490031000	Bit, Drill 15/32"				
12.00	EA	4490037000	Bit, Drill 31/64"				
8.00	EA	4490028000	Bit, Drill 1/2"				
8.00	EA	4490042000	Bit, Drill 9/16"				
8.00	EA	4490039000	Bit, Drill 5/8"				
8.00	EA	4490018000	Bit, Drill 3/4"				
6.00	EA	4490033000	Bit, Drill 25/32"				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
6.00	EA	4490033010	Bit, Drill 29/32"				
4.00	EA	4490026000	Bit, Drill 1"				
10.00	EA	4500002315	Blade, B & D Saw 40315, 6" 14 T.P.I.				
15.00	EA	4500002316	Blade, B & D Saw 40316, 6" T.P.I.				
15.00	EA	4500002318	Blade, B & D Saw 40318, 9" 10-14 T.P.I.				
10.00	EA	4500002065	Blade, B.&D. Saw 40119				
10.00	EA	4500002085	Blade, B.&D. Saw 40126				
10.00	EA	4500002060	Blade, B.&D. Saw 40114				

5.00	EA	4500002080	Blade, B.&D. Saw 40115				
####	EA	4500001000	Blade, Hacksaw, 12" Stanley or better				
12.00	PK	4500006000	Blade, Utility Knife, Stanley #11-921				
7.00	EA	1400001010	Broom, Cement Floor Push				
4.00	EA	1400001000	Broom, Floor				
36.00	EA	1400003000	Broom, Household (Corn)				
36.00	EA	1400001050	Broom, Push / 24" Favorite				
24.00	EA	1400002000	Broom, Street-Union#77408				
12.00	EA		Broom, Whisk EMS-7000				
12.00	EA	1450003050	Brush, Better Paint 1-1/2"				
12.00	EA	1450017000	Brush, Creamery 513L, Laitner				
12.00	EA	1450018000	Brush, Kalsomine #470714				
22.00	EA	1450001040	Brush, Paint, 3"				
####	EA	1450005000	Brush, Paint, 4"				
12.00	EA	1450019000	Brush, Parts Cleaning				
48.00	EA	1450022000	Brush, Snow				
2.00	EA	1450010000	Brush, Wire #945 (short handle)				
20.00	EA	1450011000	Brush, Wire "Toothbrush", 3 x 7 Sm #111, .006SS, OSB-83111				
10.00	EA	1450011010	Brush, Wire #1541				
4.00	EA	4450007000	Brush, Wire, W/Scrapper				
12.00	EA	4450007000	Brush, Wire w/long handle-14" #941				
42.00	EA	4500020000	Burner, Unit, Propane, Tx-9				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
24.00	EA	4500023000	Can, Garbage, 10 Gal #70797				
24.00	EA	4500024000	Can, Garbage, 20 Gal #70799				
48.00	EA	4500184000	Caulk, Clear Silicone - 10.3 OZ				
29.00	EA	4450045000	Channellock 430-G				
24.00	EA	4500173000	Channellock 420-G				
2.00	BOX	0050022000	Cloth, Crocus Sheets				
12.00	EA	3150021000	Compound, Pipe Joint Permatex #51				
16.00	EA	3150022000	Compound, Pipe Thread brush top jar, 8oz.				
96.00	EA	2850064010	Cord, Appliance - H.D.15'-14 G				

			OUT/SIDE USE ONLY				
####	EA	3200195000	Cords, Bungee, Assorted Black, asst sizes, 9" 12" 18" 31"				
4.00	EA	4500052000	Creeper, Garage, ATD#8102				
4.00	EA	4500320050	Cutter, Klein Diag D243-8 8"				
7.00	EA	4500260000	Cutter, Tubing #32910				
2.00	EA	4500269000	Cutter, Tubing #32925				
3.00	EA	4500258000	Cutter, Tubing #32870				
2.00	EA	4500259000	Cutter, Tubing #32935				
5.00	EA	4500172020	Cutter, Tubing #10 Rigid				
6.00	EA	4500258050	Cutter, Tubing, 1/4" to 1-1/8" Ridgid #40617				
12.00	EA	8950029000	Dope, Teflon Pipe				
8.00	QT		Dope, Teflon Pipe (Gasolia)				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
6.00	EA	4490077040	Extractor, E-Z Out #4				
6.00	EA	4490077050	Extractor, E-Z Out #5				
24.00	EA	4500061000	File, Half Round Bastard, 10"				
6.00	EA	4500073010	File, 12" 2nd cut mill #08768				
12.00	EA	4500082010	File, Cut Warding 4" #16540				
6.00	EA	4500064000	File, Bastard, 10"				
6.00	EA	4500067000	File, Half Round, 10"				
6.00	EA	4500069000	File, Half Round, 6"				
6.00	EA		File, Half Round, 12"				
6.00	EA	4500072000	File, Mill, 10"				
6.00	EA	4500078000	File, Round, 14"				
6.00	EA	4500079000	File, Round, 6"				
6.00	EA	4500082000	File, Slim Taper, 7"				
6.00	EA	3500001000	Flag, USA 6' x 10' ANN-002300				
6.00	EA	3500002000	Flag, POW 4' x 6' ANN-377995				
3.00	EA	4500700000	Flaring Tool, Ridgid #41295				
12.00	EA	4500740000	Flaring Tool 2", Ridgid #41350				

12.00	EA	4500730000	Flaring, Tool 1-1/2", Ridgid #41345				
12.00	EA	4500720000	Flaring, Tool 1", Ridgid #41335				
12.00	EA	4500710000	Flaring, Tool 3/4", Ridgid #41330				
12.00	EA	4500083010	Flashlight 2618MI Bright Star				
18.00	EA	3150014010	Gasket Eliminator, Loctite 515				
24.00	EA	4500090000	Gun, Grease, Lincoln #1142				
3.00	EA	4500265000	Gun, Staple, Arrow, T-25				
24.00	EA	4500092000	Hammer, Brick, Stanley #54-435				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
14.00	EA	4500292000	Hammer, Caulking, 3#				
6.00	EA	4500172070	Hammer, Claw W/Rubber Handle				
6.00	EA	4500094000	Hammer, Sledge, 10#				
24.00	EA	4500093000	Hammer, Sledge, 12#				
36.00	EA	4500097000	Hammer, Sledge, 4#				
18.00	EA	4500102000	Handle, R.R. Pick				
36.00	EA	4500103000	Handle, Sledge, 36"				
24.00	EA	4500109000	Handle, Street Broom-Union#84004				
17.00	EA	4500111015	Handle, Wooden, File Holder				
12.00	EA		Handle, Tapered 54 x 1 #590				
24.00	EA	4500113000	Hasp, Safety, 4-1/2"				
6.00	EA	4450048000	Hoe, Garden Sg6, 1/4", Union 660105				
24.00	RL	4600006000	Hose, Water, 5/8" X 50', Rubber				
12.00	RL		Hose, Potable Water, 5/8" x 25'				
3.00	SET	4500211040	Key, Hex #51, Eklind				
4.00	SET	4500211030	Key, Hex 812, Eklind				
3.00	SET	4500211020	Key, Hex Set 91, Eklind				
10.00	SET	4500211010	Keys, Hex 91-S, Eklind				
18.00	EA	4500118000	Knife, Putty, 1-1/4", Stiff Blade				
12.00	EA	4500118030	Knife, Putty, 4", Stiff Blade				

36.00	EA	4500119000	Knife, Utility, Stanley #10-499				
7.00	EA	4450001000	Ladder, 12' Wood Str. MCL-153013				
24.00	EA	4500120010	Lantern #2005, Bright Star				
96.00	EA	4500121000	Lantern, 6-Volt Ray #301K				
12.00	EA	4500122000	Level, Line, Stanlet STP00044228				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
24.00	EA	2850064000	Light, Trouble Drop, 25'				
36.00	EA	4500133010	Nozzle, Plastic-Grip Hose				
2.00	EA	4500020010	Nozzle, Propane, Bernz-O-Matic				
24.00	EA	4500137000	Nozzle, Water Hose				
14.00	EA	4450081500	Nut Driver, 3/8", Klein				
12.00	EA	600157010	Oil, Food Grade Machine CRC-03081				
12.00	EA	4050014000	Oil, Marvel Mystery 1QT				
6.00	EA	4500271006	Padlock, Master # 1 E15				
6.00	EA	4500271005	Padlock, Master # 1 E18				
6.00	EA	4500271013	Padlock, Master # 1 E42				
6.00	EA	4500271007	Padlock, Master # 1 E48				
8.00	EA	4500272018	Padlock, Master # 1-L-F E11				
6.00	EA	4500272014	Padlock, Master # 1-L-F E13				
6.00	EA	4500272029	Padlock, Master # 1-L-F E40				
6.00	EA	4500272013	Padlock, Master # 1-L-F E42				
10.00	EA	4500272003	Padlock, Master # 1-L-F E65				
6.00	EA	4500270013	Padlock, Master # 4 E42				
6.00	EA	4500270001	Padlock, Master # 4 E55				
3.00	EA	4500271023	Padlock, Master #1 E12				
6.00	EA	4500271028	Padlock, Master #1 E23				
####	EA	4500145000	Padlock, Master, #3				
####	EA	4500151000	Pail, Paint, 5-Gal, White, W/L				
8.00	EA	4500155000	Pan, Metal Dust 16", Large Black				
30.00	EA	4500084000	Penlight, Greenlee #46500				

6.00	EA	3150008030	Permatex #2 #80015				
24.00	EA	4500157000	Pick, R.R./6#				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
3.00	EA	4500290000	Pitch Fork				
6.00	EA	4500173070	Plier 756, Ridgid only				
4.00	EA	4500320000	Plier, Diag Cut 6" Kle D2526				
17.00	EA	4450078010	Plier, Diagonal, Cutting, 7"				
6.00	EA	4500173060	Plier, Needle Nose 740, Ridgid only				
9.00	EA	4450078020	Plier, Needle Nose, 8", Channel				
2.00	EA	4450078000	Plier, Slip Joint, 8", H28C				
12.00	EA		Plier, Needle Nose, w/rubber grip #CHN-326				
12.00	EA		Plier, Utility w/rubber grip CHN-526				
18.00	EA	4300005000	Propane,Tnk Bernz-o-matic BER-TX9				
18.00	EA	7200100000	Pump, Water Puppy 12V DET098-18660				
8.00	EA	4500162010	Rake, Broom 644-765				
72.00	EA	4500162000	Rake, Garden-Razorback#43141				
6.00	EA	4500042095	Reel, Chalk				
1.00	RL	8650010000	Rope, Nylon 3/8"x600' Roll Phoenix# 46171-03,Braided nylon rope or equal				
2.00	RL	8650013000	Rope, Nylon, 1/2" X 250'				
12.00	EA	8320001000	Rule, Folding, Wood, 6'				
12.00	RL		Sandpaper, Emery 240 grit				
4.00	RL	0050005000	Sandpaper , Oxide 80 Grit				
2.00	RL	0050002000	Sandpaper, Oxide 150 Grit				
24.00	EA	4500175000	Saw, Hack, Stanley #STA-15-265				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
####	EA	4500178000	Scraper, Snow W/Brush-36" handle				

6.00	EA	4500320060	Screwdriver, Klein 19401				
12.00	EA	4500320030	Screwdriver, Klien 621-10				
6.00	EA	4450079000	Screwdriver, Phillips, 3", Stanley				
6.00	EA	4450080000	Screwdriver, Phillips, 4", Stanley				
9.00	EA	4450081000	Screwdriver, Phillips, 6", Stanley				
6.00	EA	4500177060	Screwdriver, Straight, 10", Stanley				
6.00	EA	4450041000	Screwdriver, Straight, 3", Stanley				
18.00	EA	4450042000	Screwdriver, Straight, 4", Stanley				
17.00	EA	4450082000	Screwdriver, Straight, 6", Stanley				
24.00	EA	4500177091	Screwdriver, Pocket Reg., W/Clip				
2.00	SET	4500172080	Set, Socket 1/4" Sk4921				
2.00	EA	4500172010	Set, Socket 3/8" Sk94520				
6.00	EA	4500186000	Shovel, 27" Rd. Pt. - AME1566				
			Ames Kodiak Cub #1566300				
70.00	EA	4500179000	Shovel, LHRP-Union#45106				
####	EA	4500180000	Shovel, LHSP-Union#44106				
17.00	EA	4500181010	Shovel, SHRP				
72.00	EA	4500187000	Spade, Tile-Union#47105				
8.00	EA	4500118010	Spud, Ice				
4.00	EA	3200196000	Strap, Nylon 10'				
3.00	EA	3200196020	Strap, Nylon 20'				
5.00	EA	2850143000	Stripper, Wire, Klein #1001				
12.00	EA	2850143000	Stripper, Wire, Klenin #11045				
12.00	EA	4490065000	Tap, 10-24				
12.00	EA	4490066000	Tap, 10-32				
12.00	EA	4490048000	Tap, 1/2-20				
12.00	EA	4490045000	Tap, 3/8-24				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
12.00	EA	4490051000	Tap, 5/16-24				
12.00	EA	4490057000	Tap, 1/2-13				
12.00	EA	4490058000	Tap, 1/4-20				
12.00	EA	4490059000	Tap, 3/4-10				
12.00	EA	4490060000	Tap, 3/8-16				
12.00	EA	4490062000	Tap, 5/8-11				
12.00	EA	4490063000	Tap, 7/16-14				

12.00	EA	4490064000	Tap, 9/16-12				
6.00	RL	8320020700	Tape, 3M Electrical 35 Blue				
4.00	RL	8320020400	Tape, 3M Electrical 35 Red				
30.00	RL	8320022000	Tape, 3-M Sealing Carton Clr 3750-G				
8.00	RL	8320064000	Tape, 3M Varnished Carbic #250 W/ADHESIVE				
42.00	RL	8320012000	Tape, Duct, 2" X 60 Yds.				
36.00	RL	8320014000	Tape, Electrical				
20.00	RL	8320014005	Tape, Electrical 3M #88				
8.00	RL	8320063000	Tape, Splicing Scotch 130C Rubber Splicing tape				
33.00	EA	8320023000	Tape, Steel Rule 12' Stanley #33-312				
40.00	EA	8320024000	Tape, Steel Rule, 25' X 1" #33-425				
12.00	EA	8320053000	Tape, Steel Rule, 50' Stanley #33-129				
12.00	EA	2850116000	Tester, Circuit KD#126				
10.00	EA	2850123000	Tool, Solderless Terminal				
12.00	EA	4500020010	Torch, Self Igniting, Propane #BER-TS4000T				
8.00	EA	4450073000	Vise Grips #10R				
8.00	EA	4450074000	Vise Grips #7R				
56.00	EA	4500251000	Wheel, Reed Cutter Hi6				

QTY	UOM	Item	Descr	Mfg. & #	1st year	2nd year	3rd year
12.00	EA	4500200000	Wrench, Allen 1/2"				
12.00	EA	4500201000	Wrench, Allen 1/4"				
12.00	EA	4500202000	Wrench, Allen 1/8"				
12.00	EA	4500204000	Wrench, Allen 3/32"				
12.00	EA	4500206000	Wrench, Allen 5/16"				
12.00	EA	4500209000	Wrench, Allen 7/32"				
1.00	EA	4450046000	Wrench, Alum. Pipe 24"				
3.00	EA	4450047000	Wrench, Alum. Pipe 36"				
2.00	EA	4500174080	Wrench, Combination 11/16"				
8.00	EA	4500173020	Wrench, Cresent 6"				
20.00	EA	4450066000	Wrench, Cresent 12"				
5.00	EA	4450067000	Wrench, Cresent 15"				

3.00	EA	4450068000	Wrench, Cresent 18"				
7.00	EA	4450053090	Wrench, M.J. REED #02259				
			with 1-1/4" L20 (#02271) socket.				
6.00	EA	4450069000	Wrench, Pipe 10" Steel				
6.00	EA	4450070000	Wrench, Pipe 12" Steel				
20.00	EA	4450071000	Wrench, Pipe 14" Steel				
17.00	EA	4450072000	Wrench, Pipe 18" Steel				
			TOTAL PER YEAR =====>		\$	\$	\$
			(VENDOR SHOULD COMPLETE THIS SECTION)				

YEAR 1: \$ _____

YEAR 2: \$ _____

YEAR 3: \$ _____

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.

Terms: _____ **Dest:** _____ **Fed. ID#:** _____

Firm Name: _____

Address: _____

City/State/Zip _____

Phone: _____ **Fax:** _____ **Email/Website:** _____

Signed: _____ **Date:** _____

Please submit one (1) original and one (1) copy.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

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

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by bidder. Delivery can be made in (3-4) days ARO (after receipt of order).

Payment Terms: _____ Delivery Dest: _____ Fed. ID #: _____

Company Name

(Respondent): _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

PRINT NAME and Title: _____

(Authorized Representative)

SIGNED : _____ DATE: _____

(Authorized Representative)

Please submit original documents plus one copy.

New Vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid Results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "Bid Results".

- 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.
- 4. All bid pricing shall be considered firm.
- 3. **List value-added considerations on a separate sheet of paper.**

Terms: _____ Dest: _____ Fed. ID#: _____

CONTRACTOR NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINTED: _____ TITLE: _____

Please submit original plus two copies.

- 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.



MISC. HARDWARE AND HAND TOOLS - (3) YEARS - REBID

SUBMITTAL FORM FOR QUESTIONS
Due Thursday, May 4, 2023 by 10:00 am

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

Company Name	
Representative Name	
Address:	
Telephone Number	
Email Address	

(Representative Signature)

Date

Please email this form to the attention of Jarin McGee, Chief Buyer

Email: jamcgee@cityofflint.com