

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda – FINAL

Wednesday, March 20, 2024

5:00 PM

CITY COUNCIL CHAMBERS

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

*VACANT, Ward 1
Quincy Murphy, Ward 3
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Candice Mushatt, Ward 7
Eva L. Worthing, Ward 9*

Davina Donahue, City Clerk

ROLL CALL**REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****CLOSED (EXECUTIVE) SESSION**

The Department of Law requests a Closed Session for the purpose of discussing the status of the Concerned Pastors Settlement Agreement.

PUBLIC SPEAKING

Members of the public shall have no more than three (3) minutes to address the City Council on any subject. Only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two (2) minutes.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, February 27, 2023), the Presiding Officer or Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

RESOLUTIONS**240000 Assistance/City of Flint Residents/Foreclosures and Possible Evictions**

Resolution resolving that the appropriate City Officials are authorized to execute an agreement with Legal Servies of Eastern Michigan to provide assistance including - but not limited to - rental payments, down payments towards the reestablishment of homeownership, etc. to households facing foreclosure, eviction or relocation due to the Genesee County bulk property purchase, in an amount up to \$2,000.00 per household, for a total of \$150,000.00.

240075 Reallocation of ARPA Funds/Mott Children's Health Center

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Mott Children's Health Center in the amount of \$490,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury

requirements and previously approved authorizations.

240078 CO#1/Contract/Rowe Professional Services Company/Phase VII/Service Line Replacement/Exploration and Restoration Project

Resolution resolving that the appropriate City Officials do all things necessary to authorize change order #1 to Rowe Professional Services Company for the Phase VII service line replacement/exploration and restoration contract in an amount not to exceed \$1,650,00.00 for a total contract amount of \$4,550,000.00 with funding available from 496-540.760-802.051 FEPAISWIIN-1.

240088 Reallocation of ARPA Funds/Police Department/Police Training

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.]

240089 Reallocation of ARPA Funds/BIPOC Emerging Developer Program

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program. Reallocated funds will be moved from Acct #101-287.000-963.000.

240096 Contract/Genesee County Youth Corporation/Street Outreach Activity/2023-2024 Emergency Solutions Grant (ESG) Funds

Resolution resolving that the appropriate City officials are authorized to process any necessary budget adjustments and to enter into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the amount of \$40,991.52.

240097 Contract/Wonsey Tree Service/Tree Removals Impacting Sidewalks

Resolution resolving that the appropriate City Officials are authorized to do all

things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to Wonsey Tree Service for removals of trees that are impacting sidewalks in the City of Flint in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240098 Contract/J & M Tree Service/Tree Removals Impacting Sidewalks

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240099 Contract/KMI Road Maintenance/Sidewalk Replacements

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to KMI Road Maintenance for the replacement of City tree impacted sidewalks in the City of Flint in an amount not to exceed \$1,500,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240100 Reallocation of ARPA Funds/Property Disposition Staffing/New Economic Development Program Manager III Position

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$225,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for hiring an Economic Development Program Manager III to oversee Property Disposition as well as other economic development administration. Reallocated funds will be moved from Acct #101-287.000-963.000.]

240101 Reallocation ARPA Funds/Contract/Qwally/Customer Resource Management (CRM)/Business Services Division

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years for as long as the funds are available. Prior to

any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$500,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for a contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing. Reallocated funds will be moved from Acct # 101-287.000-963.000.]

240102 Opioid Settlement Funding/Ambulance-EMT Unit/Flint Fire Department

Resolution resolving that the Flint City Council appropriates Opioid Settlement funds in an amount not to exceed \$225,000.00, to purchase an ambulance van, accessories and other related equipment. Moneys shall be made available in a fund to be determined by the Finance Department upon Council approval, AND, resolving that the Flint City Council approves the purchase of ambulance vehicle for a not-to-exceed cost of \$192,481.00, as well as equipment and accessories, for total not-to-exceed cost of \$225,000.00.

ADJOURNMENT

240000

RESOLUTION NO: _____

PRESENTED: JAN - 8 2024

ADOPTED: _____

**RESOLUTION TO ASSIST RESIDENTS WHO LOST OWNERSHIP OF THEIR PROPERTY DUE
TO THE GENESEE COUNTY BULK FORECLOSURE PROCESS**

BY THE CITY COUNCIL:

At the annual Genesee County public auction for foreclosed properties, 190 occupied homes located within the city of Flint were purchased by a single developer, leaving these residents at risk for eviction; and

The City Council understands there is a critical need for residents who may be in the process of paying rent or relocating, or who may be vulnerable to eviction due to said foreclosures and will work with Legal Services of Eastern Michigan to facilitate this assistance; and

The Flint City supports doing all things necessary to spend up to \$150,000.00 in ARPA Funding (Revenue Replacement), in an amount up to \$2,000.00 per household, in order to provide assistance to any resident who is facing eviction or is vulnerable to relocation due to this bulk property purchase, including – but not limited to – rental payments, down payments towards the reestablishment of homeownership, etc.

Account Number	FUSDT-Revenue Replacement/ARPA	\$150,000.00
TBD	FUSDT – CSLFRF/ARPA	\$150,000.00
	FY Grand Total	\$150,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to execute an agreement with Legal Services of Eastern Michigan to provide assistance including – but not limited to – rental payments, down payments towards the reestablishment of homeownership, etc. to households facing foreclosure, eviction or relocation due to the Genesee County bulk property purchase, in an amount up to \$2,000.00 per household, for a total of \$150,000.00.

APPROVED AS TO FORM:

William Kim, City Attorney

FOR THE CITY:

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Phillip Moore, Chief Financial Officer

APPROVED BY CITY COUNCIL:



240075

RESOLUTION NO.: _____

PRESENTED: FEB 21 2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS HEALTHCARE EQUITY, AND RESEARCH TO MOTT CHILDREN'S HEALTH CENTER \$490,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;"

The City Administration recommends reallocating \$490,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Mott Children's Health Center to address the high infant mortality rate (IMR) in Flint by focusing on education, access of prenatal services, and addressing the main causes of infant mortality. This collaborative initiative includes community partners to ensure all wraparound services needed to assure healthier pregnancies, births, and infants.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account #	Description	Amount
101-612.009-801.000	Mott Children's Health Center	\$490,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Mott Children's Health Center in the amount of \$490,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D. EDWARDS
CLYDE D. EDWARDS (Feb 16, 2024 09:43 EST)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 16, 2024 08:20 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 16, 2024 05:55 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 2/08/2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO MOTT CHILDREN'S HEALTH CENTER \$490,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Mott Children's Health Center's comprehensive Maternal and Infant Health Program will address the high infant mortality rate (IMR) in Flint by focusing on education, access of prenatal services, and addressing the main causes of infant mortality. This collaborative initiative includes community partners to ensure all wraparound services needed to assure healthier pregnancies, births, and infants.

A foundational element of this program will be the mobility of services. Creating an ambulatory component will improve access to prenatal and maternal services throughout the city. This will address the lack of trust and access to maternal and pre/post-natal services for young and adolescent women living in poverty. MCHC will create and implement a community outreach and partnership campaign. These efforts will result in a collaborative referral network, assuring we reach the target population.

This comprehensive program will include education, training, medical care, health screenings, and social screenings. Educational components incorporate pre/post maternal physical and mental health, infant care and safety, nutrition as well as breastfeeding and lactation, and child development.

This is an essential part of a comprehensive pre/post-natal and maternal childcare strategy. Our Maternal and Infant Health Program will fill Flint's missing link of reaching the most vulnerable in the maternal child population. The outcomes of this program will result in healthier pregnancies, healthier births, healthier infants and therefore a decrease in infant mortality.

Account #	Description	Amount
101-612.009-801.000	Mott Children's Health Center	\$490,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ☐ No ☒ **Please explain, if no:**
Pre-encumbered: Yes ☐ No ☒ **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommend approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green Feb 15, 2024 16:29 EST
Shelly Sparks-Green, Chief Resilience Officer



240078

RESOLUTION NO.: _____

PRESENTED: FEB 21 2024

ADOPTED: _____

**RESOLUTION APPROVING CHANGE ORDER #1 ROWE
PROFESSIONAL SERVICES COMPANY FOR THE PHASE VII
SERVICE LINE REPLACEMENT/EXPLORATION AND
RESTORATION PROJECT**

BY THE CITY ADMINISTRATOR

In April 2022, Rowe Professional Services Company was selected as the program manager for the City of Flint's Phase VII service line replacement/exploration and restoration project in a contract amount not to exceed \$2,900,000.00. As of December 2023, funds have been exhausted.

Service line replacement/exploration and restoration has paused until the spring 2024. Rowe Professional Services Company will need a contract amendment to continue to observe, monitor, and manage the project.


The cost for professional services is not to exceed \$1,650,000.00 with funding coming from Water Infrastructure Improvements for the Nation (WIIN) grant account **496-540.760-802.051 WIIN-1**.

IT IS RESOLVED, that the appropriate City Officials do all things necessary to authorize change order #1 to Rowe Professional Services Company for the Phase VII service line replacement/exploration and restoration contract in an amount not to exceed \$1,650,000.00 for a total contract amount of \$4,550,000.00 with funding available from **496-540.760-802.051 FEPA18WIIN-1**.

APPROVED AS TO FORM:


William Kim (Feb 7, 2024 13:23 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Feb 7, 2024 14:19 EST)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Feb 8, 2024 17:17 EST)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL



540 S. Saginaw Street, Suite 200
Flint, MI 48502 | (810) 341-7500
www.rowepsc.com

February 2, 2024

Mr. Clyde Edwards
City of Flint
1101 S. Saginaw Street
Flint, MI 48502

RE: 2022 Service Line Exploration/Replacement and Restoration (Contract 22-007)
Professional Services Amendment

Dear Mr. Edwards:

As you are aware, ROWE Professional Services Company has been assisting the City of Flint as the program manager for the Phase VII service line exploration/replacement and restoration program. ROWE began this work in April 2022 and as of mid-December 2023 we have exhausted our approved budget.

We were excited to hear that the city will be receiving an extension to the funding until December 31, 2024, to continue to work on the service line exploration/replacement and restoration tasks. ROWE is excited to continue to assist the City of Flint in the management of this program through the end of 2024. ROWE will need a contract amendment to continue to provide the services required to observe, monitor, and manage the program. Based on our understanding of the remaining work and the discussions with the contractor performing the work, we offer the following scope of services for our amendment:

SCOPE OF SERVICES

- Project management for 10-11 months
 - Weekly progress meetings, coordination with city, contractor, and stakeholders
- Office support for 10-11 months
 - Required reporting, coordination of field staff, addressing concerns from residents.
- Field services for eight to nine months which consists of the following:
 - Providing eight field staff at 40 hours per week for nine months which equates to 11,500 manhours of field work.
- Third Party Answering Service (AMBS) for 12 months (January 2024 – December 2024)
 - Continue to retain the services of an answering service to log calls (this is ongoing).
- Project Plan Update
 - As indicated by Michigan Department of Environment, Great Lakes, and Energy (EGLE), an amendment to the Project Plan must be completed including updating the Environmental Clearance Paperwork (Cross Cutter). ROWE will prepare the amendment and submit all the required Cross Cutter notices to the respective agencies.

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

Mr. Clyde Edwards
February 2, 2024
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SCHEDULE

Based on our discussions with the City of Flint and EGLE, we understand that the funding extension will expire on December 31, 2024. As a result, the construction activities will need be completed prior to that date. We anticipate that work will be approved to begin prior to April 1, 2024, which would leave the contractor eight to nine months to perform the work. ROWE will need to finalize all reporting requirements after the work is completed by the contractor.

COMPENSATION

ROWE acknowledges that we will conform to the contractual agreement with our MiDEAL/MDTMB State of Michigan Cooperative agreement. Compensation for our serviced will be billed on our hourly rate schedule. We propose a not to exceed budget of \$1,650,000.

We appreciate the opportunity to continue to provide the City of Flint professional engineering services. With our corporate headquarters located in the downtown area, we are committed to assisting the city with your infrastructure improvements.

If you agree with our proposal, please prepare an engineering services contract for our review and execution. You can contact Jeff Markstrom to discuss our proposal in more detail at (810) 341-7500.

This Amendment shall become a part of the Agreement between the parties.

Sincerely,
ROWE Professional Services Company

Jeff Markstrom

Digital signed by Jeff Markstrom
DN: cn=Jeff Markstrom, o=ROWE
Date: 2024.02.02 11:15:02-0500

Jeffrey B. Markstrom, PE
Design Services Division Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 2, 2024

AGENDA ITEM TITLE: Resolution Approving Change Order #1 to the Rowe Professional Services Company Agreement for the Phase VII Replacement/Exploration and Restoration Project

PREPARED BY: Yolanda Gray, Department of Public Works & Utilities

VENDOR NAME: Rowe Professional Services Company

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In April 2022, Rowe Professional Services entered into a contract in an amount not to exceed \$2,900,000.00 as the program manager for the City of Flint's Phase VII service line replacement/excavation and restoration project. Lead line services have paused until spring 2024. As of December 2023 funds for program management have been exhausted. In order to continue to observe, monitor, and manage the project, Rowe will need a contract amendment in the amount of \$1,650,000.00 for a total contract amount of \$4,550,000.00. Funds are available in the WIIN grant account 496-540.760-802.051 FEPA18 WIIN1

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	LSL Program Management	496-540.760-802.054	FEPA18WIIN1	\$1,650,000.00
		FY24 GRAND TOTAL		\$1,650,000.00

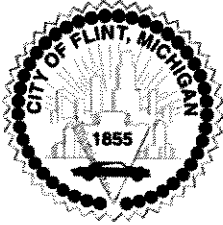
PRE-ENCUMBERED? YES ☐ NO ☒ **REQUISITION NO:**

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 2-2-24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) YEARS

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: _____
(PLEASE TYPE NAME, TITLE)



240088

RESOLUTION NO.: _____

PRESENTED: 3-06-2024

ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO THE CITY OF
FLINT POLICE DEPARTMENT FOR POLICE TRAINING**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement" on December 20, 2023;

City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-345.002-958.000	Police Training	\$100,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Feb 20, 2024 16:49 EST)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 20, 2024 14:33 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 20, 2024 14:30 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION NO.: 220464.1PRESENTED: OCT 24 2022ADOPTED: OCT 24 2022**RESOLUTION ADOPTING ARPA ALLOCATION PLAN****BY THE CITY COUNCIL:**

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

IT IS RESOLVED that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351.968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (Incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	26,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	5,000,000.00	0.00
Premium Pay	2,769,712.00	0.00	0.00
Administration	1,150,650.00	2,849,350.00	0.00
Grand Totals	\$34,374,696.00	\$60,351,968.00	\$18,160,000.00

IT IS FURTHER RESOLVED that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Neighborhood Improvement		
HB-02 Neighborhood Clean Up		
HB-03 Alternative Uses for Vacant Lots	2,210,000.00	1,210,000.00
HB-04 Homeowner Education	250,000.00	500,000.00
HB-05 Home Repair & Improvement Grants	50,000.00	50,000.00
HB-06 Community Development Gap Financing	5,000,000.00	5,000,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)	1,400,000.00	1,400,000.00
Total Neighborhood Improvement	<u>4,825,000.00</u>	<u>1,500,000.00</u>
	13,735,000.00	9,660,000.00
Economic Development		
ED-02 Loans to Businesses		
ED-03 Clean-up Buick City	375,000.00	
ED-04 Property Disposition	3,250,000.00	
ED-05 Improve Technology For Economic Development	175,000.00	
ED-06 Oak Business Center	600,000.00	
ED-06 Business Grants Covid Recovery	875,000.00	
Youth Job Training	500,000.00	500,000.00
Total Economic Development	<u>2,500,000.00</u>	<u>2,500,000.00</u>
	8,275,000.00	3,000,000.00
Public Safety		
PS-01 Hiring Bonuses (Police and Fire)		
PS-02 Police Training	0.00	
PS-03 Purchase 20 Cameras	100,000.00	
Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)	200,000.00	
PS-04 Witness Protection Program	0.00	
PS-05 Clear Cold Cases in Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
PS-06 Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-07 PAL Pilot Project (500 children)	2,800,000.00	
PS-08 Pilot for Dispute Resolution	250,000.00	
PS-10 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
Secured Lot for City Employees, including Police	0.00	
Total Public Safety	<u>70,000.00</u>	
	3,970,000.00	1,000,000.00
Public Health and Youth Development		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support Homelessness	1,000,000.00	1,000,000.00
Water Affordability Project	1,000,000.00	1,000,000.00
proposed Youth Wellness (education, leadership, recreation)	500,000.00	
proposed Health Care Access, Equity & Research	250,000.00	
Total Public Health	<u>500,000.00</u>	<u>500,000.00</u>
	2,000,000.00	2,000,000.00
	5,250,000.00	4,500,000.00

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	400,000.00	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth C	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	150,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	500,000.00	
Ward Priorities (30,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-06 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from		
Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	20,872,618.00	0.00
Contingency		
Future Reserves		
Total Contingency	5,000,000.00	
	5,000,000.00	0.00
Premium Pay		
Premium Pay		
Total Premium Pay	0.00	
	0.00	0.00
Administration		
Total Administration	2,849,350.00	
	2,849,350.00	0.00
Grand Totals	<u>\$ 60,351,968.00</u>	<u>\$ 18,160,000.00</u>

240089



RESOLUTION NO.: _____

PRESENTED: 3-06-2024

ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION
TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM
IN PARTNERSHIP WITH LISC**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement" on December 20, 2023;

City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-728.012-801.000	Economic Development division – budgeted line item for investing in growing the small business ecosystem	\$375,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

For the City Council:

CLYDE D EDWARDS

CLYDE D EDWARDS (Feb 26, 2024 12:55 EST)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim

William Kim (Feb 26, 2024 10:49 EST)

William Kim, City Attorney

Phillip Moore

Phillip Moore (Feb 26, 2024 10:49 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 23, 2024

Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION
TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM
IN PARTNERSHIP WITH LISC**

Prepared by:

Emily Doerr, Director of Business and Community Services (formerly named Planning and Development)

Background/Summary of Proposed Action:

The City of Flint's Planning and Development Department will contract with LISC (Flint Office) to create the Flint BIPOC Emerging Developer Program and Predevelopment grant fund for 15 participants. This partnership will ensure that Flint emerging developers at all points of the continuum of experience would greatly benefit from an ecosystem of supports that span real estate development finance, training, technical assistance, operations support, coaching, and deal access and enables LISC to: Administer an emerging developer training program to build the capacity of 5-10 BIPOC developers of color, and provide capital products to these developers to participate in the revitalization of Flint. LISC Flint's Emerging Developer Program directly responds to these needs by 1) expanding access to capital, 2) offering holistic training and capacity building, 3) providing targeted technical assistance, 4) and building connections in the industry through coaching and building of relationships.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

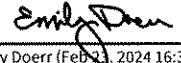
Budgeted Expenditure: Yes ___ No ___ X **Please explain, if no:**

Pre-encumbered: Yes ___ No ___ X **Requisition #:** _____

Finance Signature:  _____

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL  _____
Emily Doerr (Feb 23, 2024 16:34 EST)

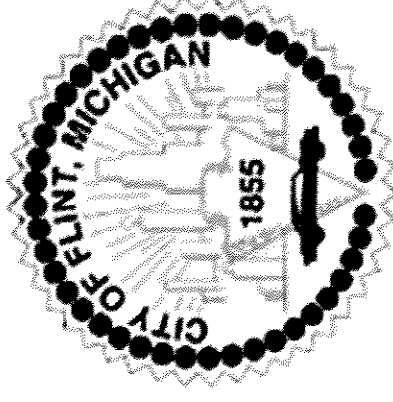
Emily Doerr, Director, Business and Community Services

LISC FLINT EMERGING DEVELOPER PROGRAM

LISC Flint is requesting City of Flint ARPA funding to launch the LISC Flint Emerging Developer Program for emerging real estate developers, including people of color. This program will provide both training and predevelopment funding.

LISC is well positioned to address these obstacles and comprehensively support the growth of BIPOC affordable housing developers, drawing upon our years of experience in affordable housing, as well as our established training programs for developer of color. LISC is also advancing equity for BIPOC developers through similar programs in Twin Cities, Los Angeles, New York City, Detroit, and other markets

- The objective of the LISC Flint Emerging Developer program is to facilitate development in a way that does not reinforce a history of exploitation, but rather centers the assets of these small non-profit, for-profit and faith-based anchor institutions in the development process and unlocks value for them and the Flint community they serve.



LISC FLINT

LISC FLINT

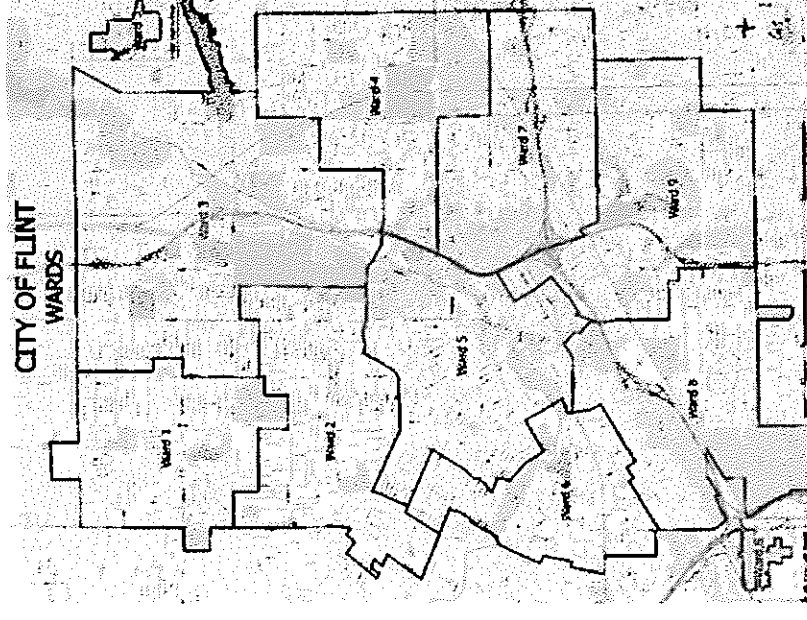
LISC Flint Emerging Developer Program

Purpose/Impact:

The goal of the LISC Flint Emerging Developer Program will be two-fold; to 1. increase the development capacity of participating Emerging BIPOC developers, and 2. strengthen the organizational capacity of participating BIPOC developers to grow their businesses and organizations.

- Administer an intensive training program to build the capacity of 5-10 Emerging BIPOC developers of color and;
- Work with program participants and stakeholder partners to determine barriers to advancing projects beyond predevelopment;
- Provide capital products to BIPOC developers of color to participate in the revitalization of Flint;
- Along the way, LISC plans to capture and share its experience with the industry more broadly through “Diversity-Equity-Inclusion (DEI) Learning Labs” to influence and inform others to make similar changes, driving a more systemic impact.

LISC FLINT



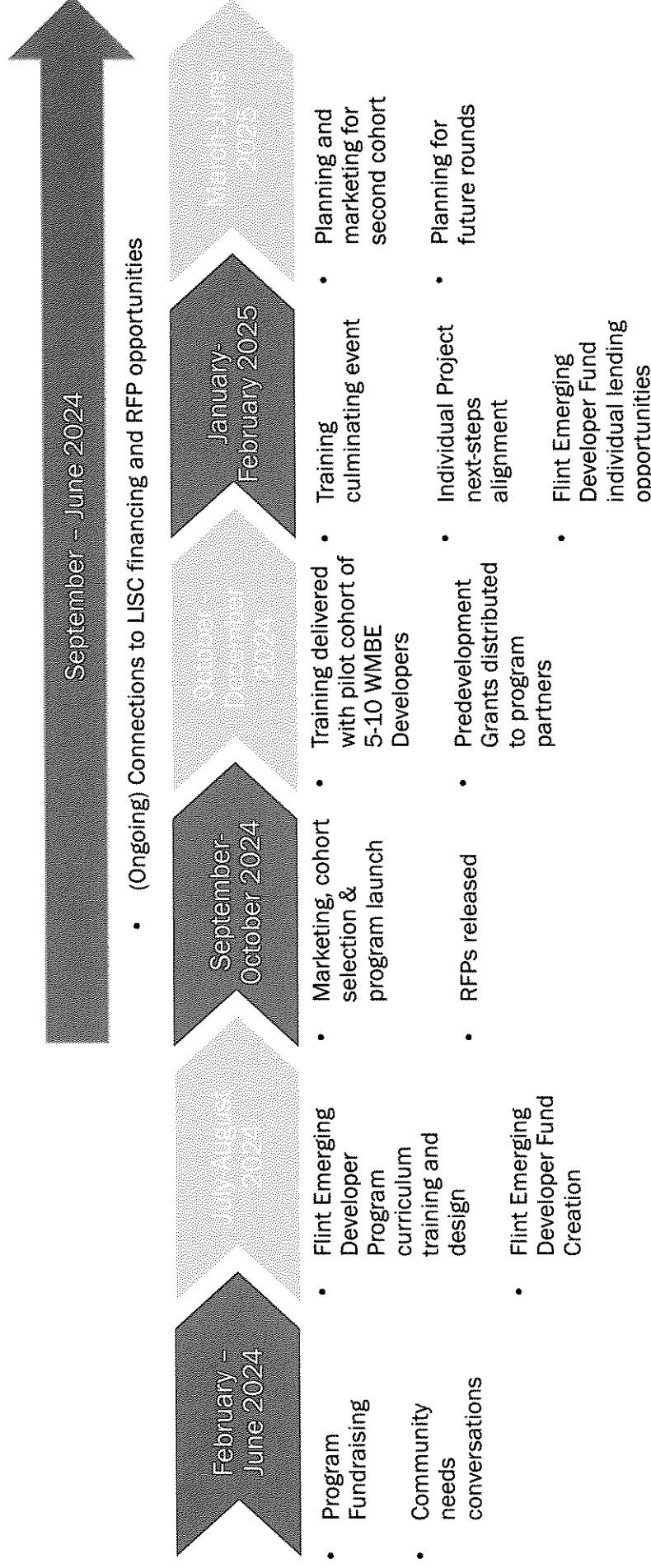
LISC Emerging Developer

Initial Fund utilizing ARPA Funding will be Non-Recoverable due to restrictions

Budget Uses LISC Flint	ARPA Eligible Expenses
Funds for Emerging Developer Pre-development Grants	\$300,000
LISC Flint Administration/Program Delivery	\$75,000
TOTAL	\$375,000

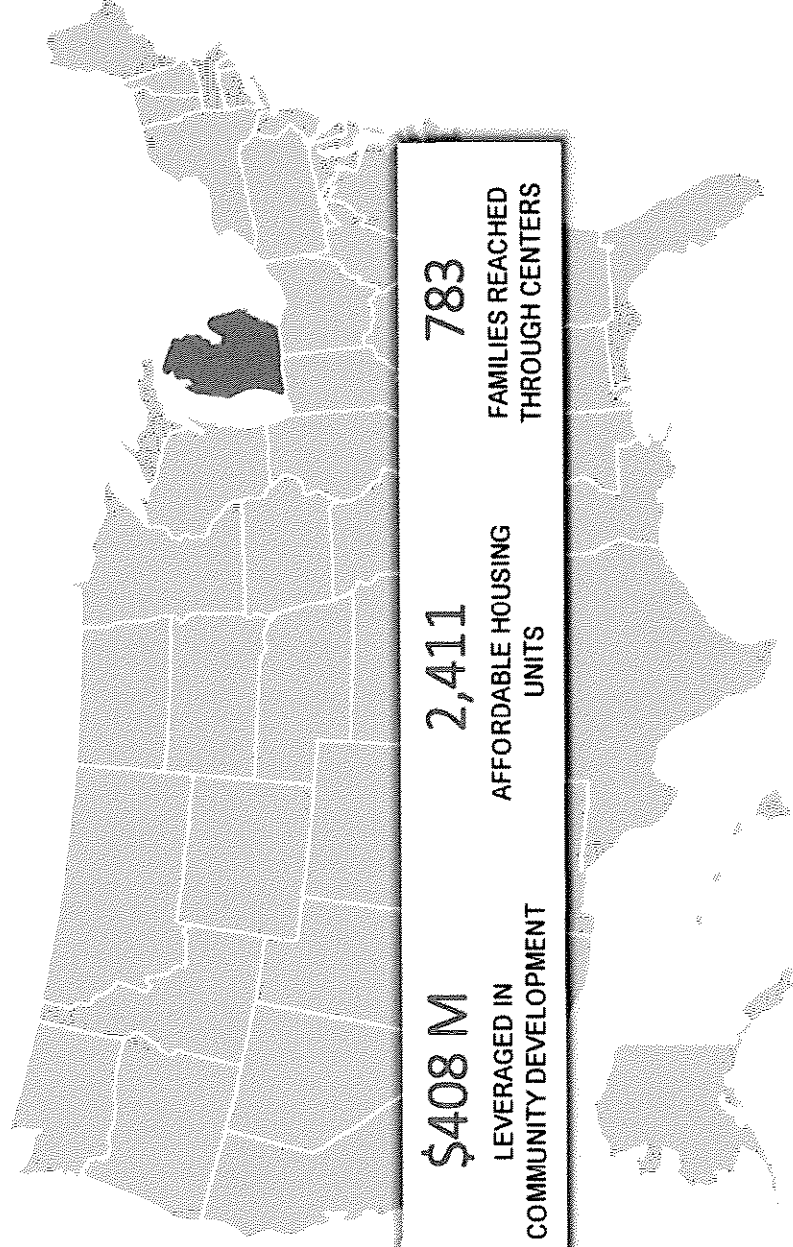
LISC FLINT

Projected Timeline: 2024-2025



LISC | FLINT

A national organization with a local approach



LISC FLINT

Contacts

LISC Flint Executive Director, Juan Zuniga jzuniga@lisc.org

LISC FLINT



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

Resolution to Authorize Entering into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint is a recipient of Emergency Solutions Grant (ESG) in the amount of \$356,897.00 approximately. These funds must be used to aid individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

WHEREAS, At its meeting on June 5, 2023, the Flint City Council authorized allocations to several agencies (Resolution #230151), including \$45,000.00 to Genesee County Youth Corporation for shelter operations.

WHEREAS, Genesee County Youth Corporation has indicated a need for additional funds. Staff are recommending an additional \$40,991.52 be awarded to Genesee County Youth Corporation for street outreach activities.

WHEREAS, ESG funding is available to be allocated to eligible agencies/activities.

WHEREAS, Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, The Community and Economic Development Division will publish on the City's website, a notification of ESG Award to Genesee County Youth Corporation and how funds will be used.

WHEREAS, Funding is available in the following accounts:

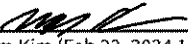
Dept.	Name of Account	Account Number	Grant Code	Amount
P&D	ESG	279-733.101-531.000	FHUD-ESG24	\$40,991.52
P&D	ESG	279-733.101-805.000	FHUD-ESG24	\$40,991.52



CITY OF FLINT

IT IS RESOLVED, That the appropriate City officials are authorized to process any necessary budget adjustments and to enter into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using 2023-2024 Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

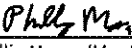
APPROVED AS TO FORM:



William Kim (Feb 23, 2024 12:34 EST)

William Kim, City Attorney 02/23/2024

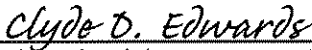
APPROVED AS TO FINANCES:



Phillip Moore (Mar 5, 2024 07:42 EST)

Phillip Moore, Chief Financial Officer 03/05/2024

ADMINISTRATION:



Clyde D. Edwards (Mar 5, 2024 10:19 EST)

Clyde Edwards, City Administrator 03/05/2024

CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW

February 7, 2024

AGENDA ITEM TITLE: Resolution to Authorize Entering into a Contract with Genesee County Youth Corporation for a Street Outreach Activity using Emergency Solutions Grant (ESG) Funds in the Amount of \$40,991.52

PREPARED BY: Department of Planning and Development – Community Development Division – K. L. Miller

VENDOR NAME: Reach Resource Services

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint is a recipient of Emergency Solutions Grant (ESG) in the amount of \$356,897.00 approximately. These funds must be used to aid individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities.

At its meeting on June 5, 2023, the Flint City Council authorized allocations to several agencies (Resolution #230151), including \$45,000.00 to Genesee County Youth Corporation for shelter operations. The City has been working with shelter agencies to identify uses for these funds and Genesee County Youth Corporation has indicated a need for additional funds. Staff are recommending an additional \$10,991.52 be awarded to Genesee County Youth Corporation for street outreach activities.

Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, the City has published on its website, on the Community and Economic Development page, how it is using its ESG funds.

FINANCIAL IMPLICATIONS: Funds for this purpose are reserved to provide services to the homeless population in Flint and serve to prevent, prepare for, or respond to coronavirus. Funds determined to be ineligible, paid and drawn, must be repaid using general fund dollars.



CITY OF FLINT


BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN: N/A

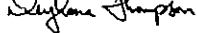
*****Upon Adoption BA will be completed to move from uncommitted accounts to Shelter of Flint specific accounts. *****

Dept.	Name of Account	Account Number	Grant Code	Amount
P&D	ESG (uncommitted)	279-733.101-531.000	FHUD-ESG24	\$40,991.52
P&D	ESG (uncommitted)	279-733.101-963.000	FHUD-ESG24	\$40,991.52
P&D	GCYC	279-733.390-531.000	FHUD-ESG24	\$40,991.52
P&D	GCYC	279-733.390-801.101	FHUD-ESG24	\$40,991.52

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240008272

ACCOUNTING APPROVAL: Carissa Dotson Date: 2/20/24

FINANCE APPROVAL:  Date: 02/22/2024

ENVIRONMENTAL APPROVAL:  Date: 02/22/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 1 YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal) n/a

BUDGET YEAR 1


BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

 02/23/2024
Emily Doerr (Feb 23, 2024 12:23 EST)
Emily Doerr, Director

240097
RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING A CONTRACT TO WONSEY TREE SERVICE FOR TREE REMOVALS IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for sidewalk replacements, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.


Staff recommends awarding a contract to Wonsey Tree Service, one of two lowest responsive bidders from five solicitations received.

Reallocated funds will be moved from fund: 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.217.801.000	Tree Maintenance – ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00

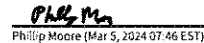
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to Wonsey Tree Service for removals of trees that are impacting sidewalks in the City of Flint in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim (Mar 5, 2024 10:03 EST)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Mar 5, 2024 07:46 EST)

Phillip Moore, Chief Finance Officer

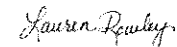
FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Mar 5, 2024 10:20 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000516

AGENDA ITEM TITLE: Tree removals

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: Wonsey Tree Service

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used to address trees located in the City's right-of-way. The Transportation Department is using the funding to address the trees that are severely impacting sidewalks. It is necessary to address the trees in the right of way before the sidewalks can be replaced. Proposals were solicited and five were received. A committee was formed to evaluate the proposals and it was decided to split the bid between the two lowest responsive bidders.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Amount
101	Tree Maintenance – ARPA (RR)	449.217-801.000	\$ 862,500.00
		FY24/25/26 GRAND TOTAL	\$ 862,500.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 240008147

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Mar 1, 2024 07:43 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Rodney McGaha Rodney McGaha (Mar 4, 2024 06:18 EST)
Rodney McGaha, Director of Transportation

SEALED PROPOSALS RECEIVED ON OCTOBER 10, 2023
FOR TREE REMOVALS
PROPOSAL 24-516

	Wonsey Tree Service PO Box 1142 Alma, MI	J & M Tree Service 4618 Milton Dr. Flint, MI	Absolute Tree Removal 4409 Adler Dr. Flint, MI	Green Pride Landscaping 1154 Cass Ave. Flint, MI	JB'S Tree & Yard Service 5320 Smith Dr. Flushing, MI
PRUNING					
0-6" dbh	\$55.02	\$60.00	\$75.00	\$132.00	\$150.00
7-12" dbh	\$90.00	\$84.00	\$150.00	\$288.00	\$275.00
12-18" dbh	\$140.04	\$216.00	\$225.00	\$432.00	\$500.00
19-24" dbh	\$174.96	\$456.00	\$300.00	\$840.00	\$800.00
25-36 dbh	\$230.40	\$612.00	\$468.00	\$1440.00	\$1200.00
37" dbh and over	\$240.50	\$629.00	\$481.00	\$1665.00	\$1500.00
TREE REMOVALS					
1-6 inches	\$150.00	\$180.00	\$240.00	\$408.00	\$275.00
7-12 inches	\$174.96	\$480.00	\$480.00	\$900.00	\$500.00
13-24 inches	\$490.08	\$816.00	\$960.00	\$2040.00	\$1125.00
25-36 inches	\$2160.00	\$1,260.00	\$1620.00	\$3420.00	\$1800.00
37-47 inches	\$2021.00	\$2,675.24	\$2115.00	\$4700.00	\$2500.00
Over 48 inches	\$1800.00	\$3,326.40	\$2160.00	\$5040.00	\$3750.00
Restoration services per dbh	\$10.00	\$450/per stump	No bid	Up to \$200	\$200-\$500
Emergency Response	\$300/hr.	\$400/hr.	\$350/hr.	\$95/hr.	\$500/hr.



240098

RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

**RESOLUTION AWARDING A CONTRACT TO J & M TREE SERVICE FOR TREE REMOVALS
IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT**

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for tree removals, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.


Staff recommends awarding a contract to J & M Tree Service, one of two lowest responsive bidders from five solicitations received.

Reallocated funds will be moved from Fund: 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.217-801.000	Tree Maintenance – ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00


IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim (Mar 5, 2024 10:03 EST)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Mar 5, 2024 07:38 EST)

Phillip Moore, Chief Finance Officer


FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Mar 5, 2024 10:19 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000516

AGENDA ITEM TITLE: Tree removals

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: J & M Tree Service

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used to address trees located in the City's right-of-way. The Transportation Department is using the funding to address the trees that are severely impacting sidewalks. It is necessary to address the trees in the right of way before the sidewalks can be replaced. Proposals were solicited and five were received. A committee was formed to evaluate the proposals and it was decided to split the bid between the two lowest responsive bidders.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Amount
101	Tree Maintenance – ARPA (RR)	449.217-801.000	\$ 862,500.00
		FY24/25/26 GRAND TOTAL	\$ 862,500.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 240008146

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Mar 1, 2024 07:52 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Rodney McGaha Rodney McGaha (Mar 4, 2024 06:19 EST)
Rodney McGaha, Director of Transportation

SEALED PROPOSALS RECEIVED ON OCTOBER 10, 2023
FOR TREE REMOVALS
PROPOSAL 24-516

	Wonsey Tree Service PO Box 1142 Alma, MI	J & M Tree Service 4618 Milton Dr. Flint, MI	Absolute Tree Removal 4409 Adler Dr. Flint, MI	Green Pride Landscaping 1154 Cass Ave. Flint, MI	JB'S Tree & Yard Service 5320 Smith Dr. Flushing, MI
PRUNING					
0-6" dbh	\$55.02	\$60.00	\$75.00	\$132.00	\$150.00
7-12" dbh	\$90.00	\$84.00	\$150.00	\$288.00	\$275.00
12-18" dbh	\$140.04	\$216.00	\$225.00	\$432.00	\$500.00
19-24" dbh	\$174.96	\$456.00	\$300.00	\$840.00	\$800.00
25-36 dbh	\$230.40	\$612.00	\$468.00	\$1440.00	\$1200.00
37" dbh and over	\$240.50	\$629.00	\$481.00	\$1665.00	\$1500.00
TREE REMOVALS					
1-6 inches	\$150.00	\$180.00	\$240.00	\$408.00	\$275.00
7-12 inches	\$174.96	\$480.00	\$480.00	\$900.00	\$500.00
13-24 inches	\$490.08	\$816.00	\$960.00	\$2040.00	\$1125.00
25-36 inches	\$2160.00	\$1,260.00	\$1620.00	\$3420.00	\$1800.00
37-47 inches	\$2021.00	\$2,675.24	\$2115.00	\$4700.00	\$2500.00
Over 48 inches	\$1800.00	\$3,326.40	\$2160.00	\$5040.00	\$3750.00
Restoration services per dbh	\$10.00	\$450/per stump	No bid	Up to \$200	\$200-\$500
Emergency Response	\$300/hr.	\$400/hr.	\$350/hr.	\$95/hr.	\$500/hr.



(Proposal 24000515)

240099
RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING CONTRACT TO KMI ROAD MAINTENANCE FOR SIDEWALK REPLACEMENTS THROUGHOUT THE CITY OF FLINT

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for sidewalk replacements, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for sidewalk replacements as requested by the Department of Public Works, Transportation Division.

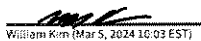
Staff recommends awarding the contract to KMI Road Maintenance, the lowest responsive bidder from four solicitations received.

Reallocated funds will be moved from fund 101-287.000-963.000 as follows:

Account Number	Account Name	Amount
101-449.216.801.000	Sidewalk Repair – ARPA (RR)	\$ 1,500,000.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 1,500,000.00

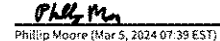
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account 101-287.000-963.000 to KMI Road Maintenance for the replacement of City tree impacted sidewalks in the City of Flint in an amount not to exceed \$1,500,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim (Mar 5, 2024 10:03 EST)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Mar 5, 2024 07:39 EST)

Phillip Moore, Chief Finance Officer

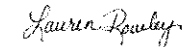
FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 5, 2024 10:20 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2024

BID/PROPOSAL# 24000515

AGENDA ITEM TITLE: Sidewalk replacements

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME: KMI Road Maintenance

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City Council authorized \$2 million to be used for residential sidewalk replacements. The Transportation Department is using the funding to replace sidewalks that are upheaved by City trees located in the right-of-way. Once the sidewalk survey is complete, a thorough review of the findings will determine the areas to be replaced. Emphasis will be on walkability and where replacing sidewalks will have the greatest impact. The ARPA funding will be evenly distributed between the wards and will be focused on the worst sidewalks.

Bids were solicited and four were received. KMI Road Maintenance was the lowest responsive bidder, in addition to standard pricing they offered a price break depending on the number of squares being replaced.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Amount
101	Sidewalk Repair – ARPA (RR)	449.216-801.000	\$1,500,000.00
		FY24/25/26 GRAND TOTAL	\$1,500,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 240008145

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Mar 1, 2024 07:49 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 3 YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):



CITY OF FLINT

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

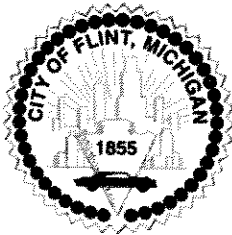
DEPARTMENT HEAD SIGNATURE: *Rodney McGaha*
Rodney McGaha (Mar 4, 2024 06:18 EST)
Rodney McGaha, Director of Transportation

SEALED BIDS RECEIVED ON OCTOBER 10, 2023
PROPOSAL 24-515

	KMI Road Maintenance 6561 Bernie Kohler Dr. North Branch, MI	LA Construction Corp. 3453 N. Linden Rd. Flint, MI *	LGC Global, Inc. 7310 Woodward Ave. Detroit, MI	Mike's Landscaping 10124 E. Richfield Rd. Davison, MI 48423**
Sidewalk Removal 4"	\$10.00/sq. ft.	\$13.00/sq. ft.	\$16.80/sq. ft.	\$9.75/sq. ft.
Sidewalk Removal 4" 6-10 squares	\$8.75/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Sidewalk Removal 4" 11-15 squares	\$8.25/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Restoration	\$0.75/sq. ft.	\$8.75/sq. ft.	\$ 4.80/sq. ft.	\$50,000 lump sum
Root grinding	\$1.00/sq. ft.	-	-	-

* L.A. Construction bid a \$65,000 lump sum for mobilization.

** Mike's Landscaping did not submit a bid bond, which was a requirement of the bid, so they were disqualified.



RESOLUTION NO.: 240100
PRESENTED: 3-20-2024
ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
PROPERTY DISPOSITION STAFFING THROUGH NEW ECONOMIC
DEVELOPMENT PROGRAM MANAGER III POSITION**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$225,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for hiring an Economic Development Program Manager III to oversee Property Disposition as well as other economic development administration.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-728.014- 801.000	Economic Development Program Manager - Business and Community Services Department (formerly named Planning and Development)	\$225,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 4, 2024 10:29 EST)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 27, 2024 13:51 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 27, 2024 13:42 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 23, 2024

Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
PROPERTY DISPOSITION STAFFING THROUGH NEW ECONOMIC
DEVELOPMENT PROGRAM MANAGER III POSITION**

Prepared by:

Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

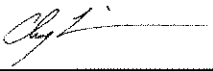
Property Disposition Staffing: \$225,000 to the City's Department of Planning and Development to pay for 2.75 years salary and fringe benefits for a new staff person to manage disposition of city-owned properties and other economic development administrative tasks. The property disposition process will focus on selling houses to new homeowners, adjacent homeowners, or for community use or business use through a transparent and well-communicated process.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No x **Please explain, if no:**

Pre-encumbered: Yes ___ No x

Requisition #: _____

Finance Signature: 

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Feb 23, 2024 13:29 EST)
Emily Doerr, Planning and Development Director

CITY OF FLINT
Position Description

Class Title: Economic Development Program Manager III	Job Code Number: 31-E-140
Established: February 9, 2024	Bargaining Unit: 1799

GENERAL STATEMENT OF DUTIES:

The Economic Development Program Manager III position performs tasks assigned directly through the Deputy Director of Business Services including management of the city's Economic Development Corporation / Brownfield Redevelopment Authority, overseeing property disposition of city-owned properties, creation of Corridor Improvement Authorities, and providing attraction/retention/expansion support to business stakeholders. Activities will be performed under the guidance of the Deputy Director of Business Services in coordination with zoning, economic development, and business licensing staff.

SUPERVISION RECEIVED:

The Economic Development Program Manager III works within the Department of Business and Community Services (formerly referred to as the Department of Planning & Development) under the supervision and guidance of the Deputy Director of Business Services.

SUPERVISION EXERCISED:

The Economic Development Program Manager III will supervise the Corridor Improvement Coordinator employees as well as any economic development interns.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Develops a thorough understanding of the city's Economic Development Corporation / Brownfield Redevelopment Authority to oversee Revolving Loan Fund programs, applications for various tax abatements and brownfield plans, and other administrative duties.
2. Administers and manages real estate sales, releases of City interests in real property, deed restriction modifications, and special projects. This includes coordinating with purchasers, private owners, Assessing, Law Department, Transportation, Engineering, Finance and the Mayor's office.
3. Assists with sales and lease auction planning. This includes ensuring that auctions are conducted within guidelines, auction scheduling, coordinating the online auction platform or venue, reviewing selected parcels, coordinating appraisals and inspections, and preparing auction documents and marketing materials such as public notices, calendar documents, stakeholder notifications, print ads and website updates.
4. Supports the Deputy Director of Business Services with attraction/expansion efforts of larger companies in coordination with regional and state partners.
5. Supports the Small Business Specialist troubleshooting growth barriers within city government.
6. Supports the Corridor Improvement Coordinator in efforts to enhance various commercial corridors across the city through the creation of tax capture districts as well as utilization of Main Street program principles for economic gardening to assist with small business growth.
7. Coordinates with the Zoning Coordinators on the review, evaluation, and reboot of the Imagine Flint Master Plan in a way that engages the public and meets State Law requirements.
8. Provides updates and makes presentations to City officials and staff, commissions and boards, City Council and/or citizens groups.
9. Continuous research on how economic development is positively impacted by housing development and neighborhood revitalization.

10. Assists in writing grant applications and reports.
11. Perform other duties as required.

MINIMUM ENTRANCE REQUIREMENTS:

- Bachelor's Degree in Public Administration, Business Administration, Economics, Community Development, Urban Planning/Studies/Policy, or a related field.
- Five to Seven (5-7) years of experience doing economic development (business attraction, expansion, retention and/or growth) work within or in partnership with a municipal government.
- Knowledge of real estate transaction guidelines.
- Have a strong understanding of EDA (Economic Development Administration) and SBA (Small Business Administration) grant reporting requirements.

NECESSARY SPECIAL REQUIREMENT:

- Ability to travel to community meetings.
- Ability to attend evening and weekend meetings and conferences.
- Have a valid driver's license and ready access to a motor vehicle.

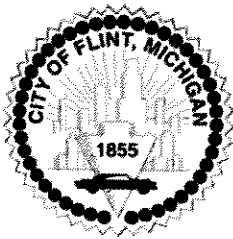
PHYSICAL DEMANDS:

While performing the duties of this job, the employee is frequently required to sit, talk, hear, stand, walk, use hands to finger, handle or operate objects, tools or controls, and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl, taste and smell. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Classification History

Established by Department of Planning &
Development Director: February 9, 2024

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



RESOLUTION NO.:

240101

PRESENTED:

3-20-2024

ADOPTED:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
CONTRACT WITH QWALLY FOR CRM FOR IMPROVED TECHNOLOGY FOR
BUSINESS SERVICES DIVISION**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement" on December 20, 2023;

City Administration recommends reallocating \$500,000 of ARPA funds (from the Economic Development category), previously obligated for revenue replacement, to provide funding for a contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing.

Reallocated funds will be moved from Acct # **101-287.000-963.000** as follows:

Fund	Account Name / Grant Code	Amount
101-728.015-801.000	Improved Technology for Economic Development within Business and Community Services Department (formerly named Planning and Development)	\$225,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 4, 2024 10:30 EST)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 29, 2024 09:25 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 29, 2024 09:22 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: February 28, 2024

Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO FUND
CONTRACT WITH QWALLY FOR CRM FOR IMPROVED TECHNOLOGY FOR
BUSINESS SERVICES DIVISION**

Prepared by:

Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

Based on city procurement procedure with Request for Proposals published on 10/31/23 and closing on 11/29/23, we would like to contract with Qwally for a customized customer resource management (CRM) subscription that will launch as part of new business concierge initiative to track entrepreneur path through city zoning, property acquisition, economic development incentives, permits/inspections, and licensing.

Financial Implications: ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26. Please note that the budgeted amount for this was \$600,000 and so the remaining \$100,000 in the ARPA Economic Development category is being split between Property Disposition Staffing and Oak Business Center Fire Suppression.

Budgeted Expenditure: Yes ___ No x **Please explain, if no:**

Pre-encumbered: Yes ___ No x

Requisition #: _____

Finance Signature: 

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Feb 28, 2024 14:11 EST)
Emily Doerr, Director, Business and Community Services

Proposal Review Bid Sheet - Business Services CRM				
Contractor Evaluation Scoring Sheet (Total Points: 100)	Company		Notes/Comments	
	Qwally	Tyler Tehnologies		
Experience and Qualifications (Maximum Points: 10)				
Expertise in the type of project (0-5 points)	4	3		
Insurance coverage (0-5 points)	3	5		
Cost Proposal (Maximum Points: 20)				
Overall project cost (0-15 points)	4	3		
Clarity and completeness of the cost breakdown (0-5 points)	5	5		
Project Schedule and Timeline (Maximum Points: 40)				
Proposed project schedule (0-10 points)	9	0		
Realistic timeline for project completion (0-5 points)	5	0		
Checklists, reporting, and maintenance (0-10 points)	5	5		
Onboarding, training (public and intra-City) (0-10 points)	9	1		
Overall usability of product (0-5 points)	4	1		
Pricing (10 points)				

Transparency in pricing, including potential change orders (0-5 points)	5	5	
Discounting (5 points)	2	0	
Prior Experience and Project Examples (20 points)			
Past projects similar in scope and size (0-5 points)	5	2	
Portfolio of successfully completed projects (0-5 points)	5	4	
Demonstrated ability to address project challenges effectively (0-5 points)	4	2	
Commitment to diversity, equity, and inclusion (0-5 points)	2	2	
Total – All Evaluation Points	71	38	

Reviewer Name: Jas'mine Lee
Title: Development Technician

Proposal Review Bid	
Contractor Evaluation Scoring Sheet (Total Points: 100)	
Experience and Qualifications (Maximum Points: 10)	
13	
Expertise in the type of project (0-5 points)	
Insurance coverage (0-5 points)	
Cost Proposal (Maximum Points: 20)	
Overall project cost (0-15 points)	
Clarity and completeness of the cost breakdown (0-5 points)	
Project Schedule and Timeline (Maximum Points: 40)	
Proposed project schedule (0-10 points)	
Realistic timeline for project completion (0-5 points)	
Checklists, reporting, and maintenance (0-10 points)	
Onboarding, training (public and intra-City) (0-10 points)	
Overall usability of product (0-5 points)	
Pricing (10 points)	
Transparency in pricing, including potential change orders (0-5 points)	
Discounting (5 points)	
Prior Experience and Project Examples (20 points)	
Past projects similar in scope and size (0-5 points)	
Portfolio of successfully completed projects (0-5 points)	
Demonstrated ability to address project challenges effectively (0-5 points)	
Commitment to diversity, equity, and inclusion (0-5 points)	
Total – All Evaluation Points	

Reviewer Name: Brian Acheff

Title: Zon

Worksheet - Business Services CRM

Company		Notes/Comments
Qwally	Tyler Technologies	
3	4	
3	4	
4	5	
5	2	
10	0	
5	0	
3	3	
4	2	
4	3	
4	3	
5	3	
5	5	
5	5	
5	4	
5	0	
70	43	

ing Coordinator

Proposal Review Bid Sheet - Business Servi**Contractor Evaluation Scoring Sheet (Total Points: 100)****Experience and Qualifications (Maximum Points: 10)**

Expertise in the type of project (0-5 points)

Insurance coverage (0-5 points)

Cost Proposal (Maximum Points: 20)

Overall project cost (0-15 points)

Clarity and completeness of the cost breakdown (0-5 points)

Project Schedule and Timeline (Maximum Points: 40)

Proposed project schedule (0-10 points)

Realistic timeline for project completion (0-5 points)

Checklists, reporting, and maintenance (0-10 points)

Onboarding, training (public and intra-City) (0-10 points)

Overall usability of product (0-5 points)

Pricing (10 points)

Transparency in pricing, including potential change orders (0-5 points)

Discounting (5 points)

Prior Experience and Project Examples (20 points)

Past projects similar in scope and size (0-5 points)

Portfolio of successfully completed projects (0-5 points)

Demonstrated ability to address project challenges effectively (0-5 points)

Commitment to diversity, equity, and inclusion (0-5 points)

Total – All Evaluation Points**Reviewer Name: Tyler Bailey****Total Average**

ces CRM		
Company		Notes/Comments
Qwally	Tyler	
4	3	
3	4	
6	5	
5	3	
9	0	
5	0	
6	4	
9	2	
4	1	
5	5	
3	0	
5	2	
5	3	
5	4	
5	0	
79	36	

Title: Deputy Director, Business Services

73.33 39 Notes: Qwally nearly doubled in scoring.

City of Flint, Michigan
Qwally Business Engagement Suite Software License
AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this _____ (the "Effective Date"), by and between the CITY OF FLINT, MICHIGAN, by its Mayor, (hereinafter "Client") and Qwally, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the Client desires an interactive CRM software solution to support businesses.

WHEREAS, the Client has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the Client, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the Client, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Statement of Work), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for 3-year (the "Initial Term") and automatically renew for additional one-year terms (each, a "Renewal Term"), unless either party requests termination in writing at least thirty (30) days prior to the end of the then-current term.

ARTICLE 2. Software License: Contractor hereby grants the Client a nonexclusive license to use the Software (hereinafter "Software as a Service", or "SaaS") for its internal business purposes, provided the Client complies with the other restrictions set forth in this Agreement. Copies of the SaaS created or transferred pursuant to this Agreement are licensed, not sold, and the Client receives no right, title, or interest in the SaaS or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the SaaS; (b) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the SaaS's source code or underlying ideas, algorithms, or organization of any SaaS. The contractor shall provide such services ("Services") as are required by any statement of work ("Statement of Work", or "SoW") in the form attached hereto as **Exhibit A** (Statement of Work). In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The Client and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The Client acknowledges and agrees that Contractor owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary SaaS and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such SaaS and documentation provided to the Client in connection with this Agreement (the "SaaS"). The Client further acknowledges and agrees that the Client will have only the right to use the SaaS as set forth on **Exhibit B**, attached hereto and incorporated by reference. The Client will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to

discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any SaaS; (b) modify, translate, or create derivative works based on the Services or any SaaS (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any SaaS for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or SaaS.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Agreement.

ARTICLE 5. Payment and Invoicing. The Client agrees to purchase an annual license for the sum of \$150,000 and a one-time onboarding cost of \$50,000. The Client and Contractor will enter into a 3-year agreement ("Initial Term") to purchase the license. After the term, a 5% increase may be applied annually to the base annual license unless otherwise negotiated. The Contractor will invoice the Client annually for the entire annual license amount on the contract signed date. All payments are due within 30 days of the invoice date.

ARTICLE 6. Data Ownership Interest. The Client retains ownership of the data collected and stored by Contractor in performance of this Agreement. Contractor agrees to provide Client, in a recoverable and transferable method, such data when requested or upon termination of this Agreement. The Client retains ownership of any pre-existing proprietary Client information and data that may be provided to Contractor. Notwithstanding the foregoing, Client grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Client to Contractor (the "Data") for the development of the SaaS or the provision of the SaaS and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use Client branding or imply Client endorsement of Contractor's product or experience without the express written consent of the Client Council.

ARTICLE 7. Information and Materials: The Client agrees to make available to Contractor any policies, documents, planning materials pertinent Client data, or any other information in its possession or otherwise readily available, that has a direct bearing on the preparation of the Statement of Work.

ARTICLE 8. Review and Approval: The Client shall, in a timely manner, review and approve all content before it is posted to the site. During the configuration and operation of the SaaS, the Contractor shall submit content for Client review, and the Client shall provide timely review, comments, and approval of such content. The Client shall designate a point of contact for review of process flows, content, wireframes, and other components of the Statement of Work that may be viewed by external parties. The Client agrees that time is of the essence in this Agreement, and any delays in connection with the Client's obligations hereunder may impair the Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: Client acknowledges and agrees with Contractor that Client's selection of Contractor may be acknowledged and used by other entities to replace their respective competitive procurement selection processes for Request for Proposal (RFP) and Request for Qualifications (RFQ) purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other entities to

contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

ARTICLE 11. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the Client of such breach, the Client has the right to terminate the Agreement without any liability. In the event of any breach or apparent breach of this Agreement by the Client of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate Client's access to the SaaS. If the Client fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 12. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data. The Contractor shall safeguard the confidentiality, integrity and availability of Client Information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at Rest and Data in Transit. The Client shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.

At no time shall any Client Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Client. The Contractor shall not use any Client Data collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

ARTICLE 13. Additional Contract Provisions Required for Federal Awards: Client may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200.

ARTICLE 14. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 15. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Michigan, and the venue for any actions arising out of this Agreement shall be in Genesee County, Michigan. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 16. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement.

ARTICLE 17. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Client but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as Client may from time to time request, to indicate that it is an independent contractor. Client does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 18. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

ARTICLE 19. Limitation of Liability: Contractor's liability to the Client or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the Client for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 20. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of this Agreement shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

ARTICLE 21. Notices. Notice for the Client shall be mailed to:
City of Flint, Michigan
Attn: Deputy Director of Business Services
1101 Saginaw St,
Flint, MI 48502

Or Emailed to Tyler Bailey at tbailey@cityofflint.com

Notices to Contractor shall be mailed to:
Qwally, Inc.

419 Grand Court
Golden, CO 80401

Or emailed to Christopher Offensend at chris@gwal.ly

ARTICLE 22. Warranty: Contractor warrants to Client that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 23. Disclaimer of Warranties: This disclaimer of warranties or conditions, either express or implied, shall not contradict the aforementioned Article 12 of this Agreement concerning data privacy and security. It is understood that the Contractor shall use and exercise industry standards and commercially reasonable efforts to ensure adequate privacy and security protection for the SaaS users. The language below shall be construed to mean events that are outside the control, or so extreme in nature that the Contractor and its use of said industry standards and commercially reasonable efforts to provide adequate privacy and security protection would be sufficient but for such outside controlling or extreme events.

CONTRACTOR DOES NOT REPRESENT THAT THE CLIENT'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CLIENT REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR Client CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE Client ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE Client ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CLIENT'S PURPOSE.

ARTICLE 24. Amendments: The Client may, from time to time, require changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the compensation due to the Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 25. Indemnification: To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Client, its Board members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of

professional services pursuant to this Agreement by Contractor, its employees, sub-contractors, or others for whom Contractor may be legally liable ("Contractor Parties"), but only to the extent caused in whole or in part by the Contractor Parties.

IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONTRACTOR PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONTRACTOR SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONTRACTOR PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Agreement.

ARTICLE 26. Miscellaneous Provisions:

- a. This Agreement and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the Client. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.
- b. In the event of litigation enforcing or interpreting the terms of this Agreement, the Client shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Michigan law.
- c. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
- d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Contractor without the prior written consent of the Client. Client may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Contractor.
- f. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- g. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature

or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

h. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

i. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE 27. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Flint, MI, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

[signature page follows]

CONTRACTOR,

_____, its _____ (title)
On behalf of Contractor

_____ Date

CLIENT,

_____, its _____ (title)
On behalf of Client

_____ Date

EXHIBIT A - SCOPE OF WORK

Qwally is pleased to present the proposal for the software solution requested by the City of Flint, MI ("Client" or "City"). This project aims to assist the client in accelerating its work with its business community, providing tools that break down barriers, simplify administrative work, and provide valuable insights about the client's entrepreneurial and business communities. This scope will focus on establishing a one stop shop and CRM solution that minimize hurdles to business formation, growth, and compliance. Qwally will leverage its expertise in software development and community development to deliver a user-friendly platform that streamlines engagement, making it easier for businesses and client staff to successfully work together.

This submittal covers all project goals and proposed deliverables. If you or any other decision-makers have additional questions or require extra documents - such as a more detailed design proposal - please don't hesitate to contact us using the information below. We look forward to presenting this proposal in more detail if selected as a finalist.

Solution Outline

We will provide the following software type to the client: ***Business One Stop Shop*** and ***Customer Resource Management (CRM) Solution***.

This software package includes the following features that are of particular relevance to the City:

- A **public-facing website** that establishes a single place for businesses to find answers while streamlining information and resources for relevant workflows including starting a business, business licensing, zoning, permitting, and more.
 - Up to 7 **guides**, including step-by-step instructions for starting a business, licensing, zoning, permitting, building safety & inspections, community services, and property disposition.
 - 1 **resource directory**, listing valuable programs and resources available to the business community, helping businesses find capital, training, and more.
- Up to **10,000 business profiles** for entrepreneurs and business owners to track their work with the City including workflow checklists, applications, resources, and more.
 - Up to 8 **checklists**, with detailed, customized step-by-step instructions and relevant resources for each business that creates a profile.
 - Up to 40 digital **applications**, including those for licensing, zoning, permitting, property disposition, and more.
 - Up to 30 applications with **secure document upload and submittal**, for streamlined intake of complex applications.
- Up to **35 administrative (CRM) dashboard accounts** for City staff to track their work with businesses, including messaging, referrals, application management, data dashboards, and more.
 - **Business profile management** for viewing business information, checklists, resources, and more.
 - **Application management tools** for streamlined application approval, resubmittal, and denial.
 - **Data dashboards**, including those for website traffic and customer analytics, for tracking trends in departmental business services.

In this proposal, we also include services for onboarding, training, launch, maintenance, and ongoing customer success, including quarterly partnership reviews to ensure client results.

Itemized List of Deliverables

The following is the complete list of itemized deliverables for this proposal, alongside a short description and quantity of said deliverable.

SKU	Product		Description	Quan.
1.00	Website		A Client-branded, online, mobile-friendly, accessible site for businesses.	1
2.00	Guides		A comprehensive, user-friendly resource offering step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate internal processes. Available on the website.	Up to 7
3.00	Directory	Resources	A curated, organized collection of searchable and filterable information that lists and categorizes relevant descriptions, links, contact information, and more about resources for businesses. Available on the website.	1
10.00	Account	Business Profile	A personalized, secure space on the website that allows businesses to access and manage their profile, checklists, and forms by logging in with their unique credentials.	Up to 10,000
11.00	Checklists		A curated, user-friendly checklist offering customized step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate how to start a business. Available in the business account.	Up to 8
12.01	Intake	New Customer	A digital document that collects information required from the user to complete a new customer intake and account creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
12.02	Intake	New Checklist	A digital document that collects information required from the user to complete a new customer intake and checklist creation. After	Up to 8

			a form is completed, a ticket is generated in the Dashboard for further review or action.	
12.09	Intake	Contact	A digital document that collects information required from the user to complete to contact an administrative user. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
13.00	Applications		The total number of digital applications.	Up to 40
13.01	Applications	Documents	The number of applications that require document management including: <ul style="list-style-type: none"> • Secure document upload • Document approval 	Up to 30
13.10	Applications	General Request / Ask A Question	The number of applications that collect information required from the user to complete a new general request or ask a question. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
20.00	Dashboard		A customer-branded, online, accessible suite of administrative tools for Client.	1
21.00	Dashboard	Home Page	A set of administrative tools within the "Home" page on the Dashboard for reviewing tickets and responding to business needs. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track log interactions.	1
21.10	Dashboard	Business Profiles	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to new customer intake. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
21.30	Dashboard	Application Page	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to an application.	1

			Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	
25.00	Data Dashboard	Traffic Analytics	A dashboard of key traffic metrics including the number of website visitors and other site analytics.	1
25.10	Data Dashboard	Customer Analytics	A dashboard of key customer analytics, including business demographics and other customer analytics.	1
25.20	Data Dashboard	Application Analytics	A dashboard of key customer analytics including applications started, completed and other customer analytics.	1
30.00	Dashboard	Administrator Accounts	A personalized, secure access point to the Dashboard.	Up to 35
50.01	General Services	Customer Success Management	Assignment of Customer Success Manager, Quarterly Partnership Review, and other general customer services.	Included
50.10	Onboarding	Implementation	The services provided to set up and train Client on Qwally products.	314 hours
50.11	Onboarding	Launch	The services provided to assist in launch of Qwally products.	15 hours
50.20	Integrations	Website Domain	The services provided to connect Qwally product to Client website domain and other related tech support.	5 hours

Roles and Responsibilities

To ensure the successful delivery and success of the software solution, the following roles and responsibilities are anticipated for Qwally and the Client during onboarding and throughout the lifetime of the contract.

Qwally

Role	Responsibilities	People
Project Manager	<ul style="list-style-type: none"> Manage client onboard. 	Sam Morris (he/him)

	<ul style="list-style-type: none"> • Manage the project timeline, set deadlines, and monitor progress. • Manage the relationship between the Client and Qwally's development team throughout onboarding. • Solve issues that arise during the onboarding. • Train client stakeholders on project deliverables. • Evaluate project performance. 	sam@qwal.ly
Content Manager	<ul style="list-style-type: none"> • Conduct project discovery and research. • Develop site content and other artifacts required during onboarding. • Assure quality of content. • Reports to the project manager. 	Lead Chris Offensend (he/him) chris@qwal.ly
		Sam Morris (he/him) sam@qwal.ly Brandon Gumm (he/him) brandon@qwal.ly
Developer	<ul style="list-style-type: none"> • Evaluate project scope and user feedback. • Manage and develop the configuration and deployment of the deliverables. • Troubleshoot and deploy solutions to issues that arise during the project. • Create and manage technical documentation of deliverables. • Interface with Client IT staff. • Reports to the project manager. 	Lead Will Neal (he/him) will@qwal.ly
		Stas Grozny (he/him) stas@qwal.ly Ed Saldivar (he/him) ed@qwal.ly Emily Gabbard (she/her) emily@qwal.ly
Customer Success Manager	<ul style="list-style-type: none"> • Manage the relationship with the Client after onboarding. • Provide ongoing training and support to the Client. • Evaluate the performance of the partnership. • Ensure client satisfaction. 	Sam Morris (he/him) sam@qwal.ly

Client

Role	Responsibilities	People
------	------------------	--------

Project Coordinator	<ul style="list-style-type: none"> • The primary point of contact during the project timeline. • Ensure internal success and adherence to the project timeline. • Solve issues that arise during the project timeline. • Evaluate project performance. • Ensure internal adoption of the deliverables. 	Tyler Bailey (he/him) tbailey@cityofflint.com
Subject Matter Experts	<ul style="list-style-type: none"> • Assist project team in discovery and research with documentation and support regarding site content creation and other deliverables relevant to the subject matter. • Ensure content adheres to internal policies and procedures. 	Max Lester (they/them) mlester@cityofflint.com Zoning Tyler Bailey (he/him) tbailey@cityofflint.com Licensing, Zoning Emily Doerr (she/her) edoerr@cityofflint.com Property Disposition Ashly Harris (she/her) aharris@cityofflint.com Community Services Jack Hippe (he/him) jhippe@cityofflint.com Building Safety & Inspections
Information Technology Lead	<ul style="list-style-type: none"> • Assists Qwally with website integration. • Assists project team with technical expertise. 	TBD
Communications Lead	<ul style="list-style-type: none"> • Responsible for launch strategy and materials with Qwally's assistance. 	Caitie O'Neill (she/her) coneill@cityofflint.com
Dashboard Users	<ul style="list-style-type: none"> • Client staff requiring training in the finished product after launch. 	TBD

Onboarding Timeline

We propose a timeline for onboarding and launch consisting of two main phases. The first will focus on initial site launch with support for Zoning and Licensing applications. The second will focus on launching applications for Building Safety and Inspections, Property Disposition, and Community Development. We recommend a public launch after Phase 1. Note that this proposed timeline is preliminary and may be subject to change due to changes in client

priorities, client turnover, lack of client engagement, or other factors. Please contact Brandon Gumm at brandon@qwal.ly if you have further questions.

Phase 1	
Initial site launch with guides, checklists, and zoning and licensing applications	
Month 1	Kickoff, project discovery, application discovery, website discovery, guide discovery, resource discovery
Month 2	Website development, guide discovery, resource development, application discovery, dashboard discovery
Month 3	Website development, guide development, application development, resource development, dashboard development, it coordination
Month 4	Quality assurance, soft/internal launch, product training, prepare launch support
Month 5	Full/public launch, launch support, data dashboard development
Month 6	Finalize data dashboard development and launch, onboarding complete, customer success starts
Phase 2	
Prepare and launch applications for building safety and inspections, and property disposition	
Month 7	Phase 2 kickoff, project discovery, dashboard discovery, application discovery
Month 8	Dashboard development, application discovery
Month 9	Application discovery, dashboard development, quality assurance
Month 10	Launch, product training, launch support
Month 11	Data dashboard updates

Detailed Summary Of Pricing

This detailed summary of pricing includes the base annual license with the configuration described in the Scope of Work, and the total hours of onboarding at \$150.00 per hour.

We have provided the following investment options:

- 3-year option (10% discount).

We have also added the Innovators In State discount (10% discount), our way of recognizing innovative organizations in their State that are among the first to adopt Qwally's solutions for their business communities.

Future expansions and changes in scope may alter the annual investment. An invoice will be sent to the client on the contract signed date. Payment is due within 30 days of the invoice date.

Please contact Brandon Gumm at brandon@qwal.ly with any questions.

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
1.00	Website		1	\$15,000	\$15,000	10
2.00	Guides		7	\$1,000	\$7,000	49
3.00	Directory	Resources	1	\$10,000	\$10,000	20
10.00	Account	Business Profile	<10,000	\$1 (Package)	\$10,000	5
11.00	Checklists		8	\$2,000	\$16,000	40
12.01	Intake	New Customer	1	\$1,000	\$1,000	5
12.02	Intake	New Checklist	8	\$1,000	\$8,000	16
12.09	Intake	Contact	1	\$1,000	\$1,000	2
13.00	Applications		40	\$1,000	\$40,000	80
13.01	Applications	Documents	35	\$1,000	\$30,000	20

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
13.10	Applications	General Request / Ask A Question	1	\$1,000	\$1,000	1
20.00	Dashboard		1	\$5,000	\$5,000	2
21.00	Dashboard	Home Page	1	\$1,000	\$1,000	2
21.10	Dashboard	Business Profiles	1	\$1,000	\$1,000	2
21.30	Dashboard	Application Page	1	\$5,000	\$5,000	10
25.00	Data Dashboard	Traffic Analytics	1	\$2,000	\$2,000	5
25.10	Data Dashboard	Customer Analytics	1	\$10,000	\$10,000	20
25.20	Data Dashboard	Application Analytics	1	\$10,000	\$10,000	20
30.00	Dashboard	Administrator Accounts	30	\$500 (Package)	\$15,000	5
50.01	General Services	Customer Success Management	Included	N/A	N/A	N/A
50.11	Onboarding	Launch	1			15
50.20	Integrations	Website Domain	1			5
TOTALS					\$188,000	334

3-Year Option

	Year 1	Year 2	Year 3
Base Annual License	\$188,000	\$188,000	\$188,000
3-year Discount	-10%	-10%	-10%
Innovators In State Discount	-10%	-10%	-10%
Discounted Annual License	\$150,000	\$150,000	\$150,000
Onboarding	\$50,000	N/A	N/A
Final Annual Price	\$200,000	\$150,000	\$150,000

EXHIBIT B - SERVICE LEVEL AGREEMENT

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (**Uptime**). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: $((\text{total monthly minutes} - \text{cumulative minutes of Downtime}) / \text{total monthly minutes})$. Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as **Downtime**: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

❖ ATTACHMENT B - QWALLY COMMITMENT TO EXCEL



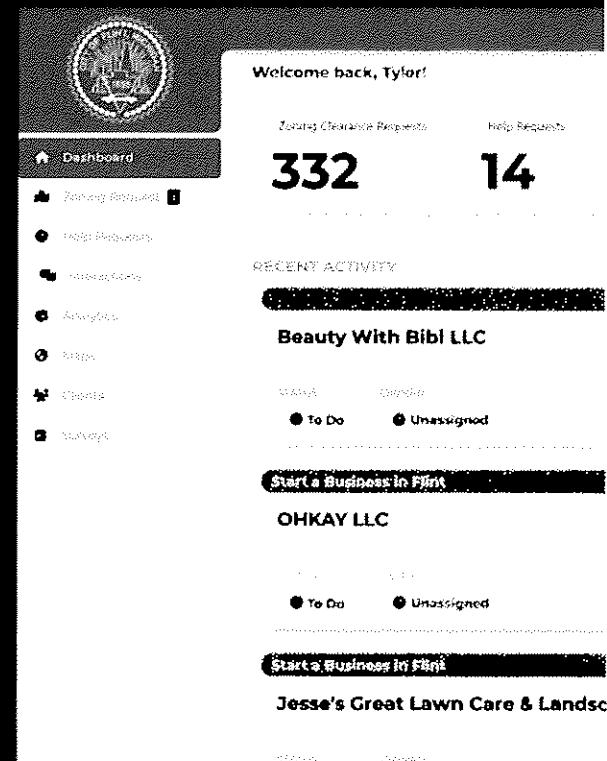
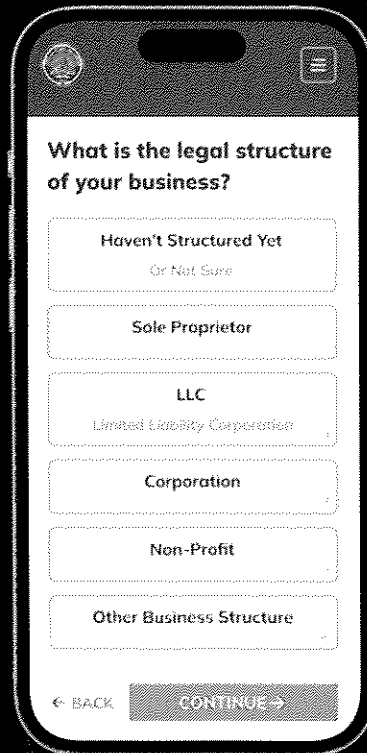
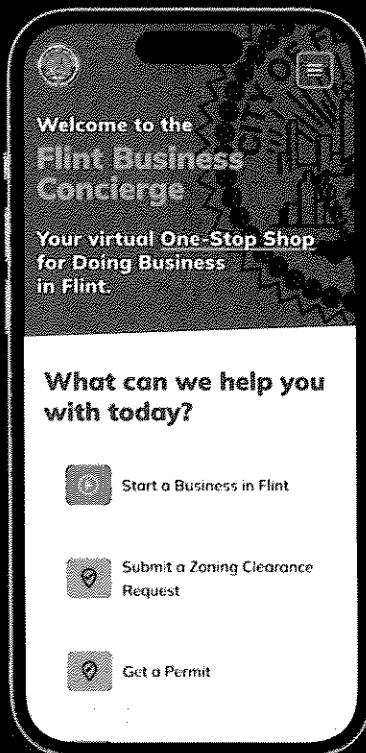
Business Support Solutions

RFP Response to Proposal No. 24000523

Customer Resource Management Software

Prepared for
Purchasing Committee, City of Flint

Prepared by
Brandon Gumm, Vice President of Revenue, Qwally
Chris Offensend, Founder & CEO, Qwally



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❖ COVER LETTER

Brandon Gumm
Vice President of Revenue
Qwally, Inc.
419 Grand Court,
Golden, CO 80401
E: brandon@qwal.ly
C: (989) 954-0694



11/15/2023

The Procurement Committee
City of Flint
1101 S. Saginaw St.
Flint, MI, 48502

Subject: Submission for CRM Software Proposal – City of Flint

Dear Members of the Procurement Committee,

With a commitment to fostering a dynamic and supportive environment for the business community within the City of Flint, Qwally is excited to submit our proposal in response to the Request for Proposal (RFP) for the implementation of a comprehensive Customer Resource Management (CRM) system.

We have crafted our proposal with a keen understanding of Flint's objectives: to create a **digital concierge service** that not only simplifies the process of business support across various departments but also strengthens the communication within and between these departments to better serve the community. To accomplish these objectives, we are proposing our **One-Stop Shop and Customer Relationship Management (CRM) solution**. While Qwally's One-Stop Shop establishes a single, accessible location for all businesses in Flint to match to the information and resources they need, our CRM simplifies the intake and management of applications and business support. This solution will improve the City of Flint's customer satisfaction, shorten application wait times, and provide City staff with a quality product designed just for them.

Our goal is to equip City staff with the best municipal business support solution in the country. Qwally's software is already recognized as a model in the entrepreneurship and business support industries. Our work with Kansas City, MO's BizCare office is often cited as among the best municipal one-stop shops for businesses in the nation by advocacy organizations Institute for Justice and Right to Start. This proposal for Flint builds upon our success in helping local governments address the needs of their business community. This proposal also includes several considerations to the changing needs of the City as you scale and adapt to future staff hiring and changing City requirements.

Attached to this proposal are Qwally's commitments to **excellence in customer service**, **accessibility**, and **inclusion**. Throughout the RFP process, the City has expressed concerns of staff adoption, Flint's aging population, difficulty using digital tools, and considerations to

diversity and inclusion. We have heard your concerns and are excited to address each with this proposal and future work together. Qwally was founded to expand economic opportunity within communities by making government more accessible and easy to work with. To make that vision a reality, we have invested in the people and tools required to deliver accessible, easy to understand software for your staff and community. Our team at Qwally is ready to work right alongside you to ensure proper training, support, and accessibility tools are in place as well as an eagerness for diversity and inclusion.

Enclosed is our detailed proposal, which outlines the scope of our software solution, anticipated benefits, and a clear path forward to implementation. We have also included a diagram of the proposed solution, ***Qwally's Business One Stop Shop Software and CRM Solution***, [here](#).



Thank you for considering our proposal. We are enthusiastic about the prospect of partnering with the City of Flint to achieve your strategic goals for business support and economic development.

In partnership,

Brandon Gumm
Vice President of Revenue,
Qwally

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

Submittal

Introduction

Providing excellent support to your business community is a top priority for most elected officials, departmental leaders, and employees. We all want to see our local economies thrive with entrepreneurs and businesses finding the answers and resources they need to thrive. Yet, consistent business friendliness is hard to manage and maintain across departments and support ecosystems. The software you employ is essential to your long-term success in supporting your business community. A well-designed solution will not only help run day-to-day support, but also simplify complex information, drive administrative efficiency, and help you learn more about your business community than ever before.

At Qwally, we work with our clients to implement accessible solutions that generate clear ***business concierge services***. Our company is on a mission to help organizations like yours as you bring more opportunities to your growing entrepreneurial and business communities. We appreciate your interest in working with us. In this proposal, you'll learn about the precise ways we will help.

Executive Summary

The City of Flint is working hard to streamline and simplify its business support across its Planning, Zoning, Licensing, Building Safety and Inspection, Community Services, and Property Disposition practices. Today, information for supporting businesses is stored across multiple departmental website pages with few instructions for how it all fits together. Applications are started with little guidance. Most are fillable PDF forms with little management of required fields or information. Internally, applications are passed from desk to desk with little intake documentation or consistent processes toward approval or denial.

As such, the main goals of the City of Flint are to:

- Simplify information across multiple departmental functions into a comprehensive, digital, and widely accessible business platform.
- Match businesses to the information they need for starting their business, growing their business, and meeting departmental requirements (i.e. licensing, zoning, permitting).
- Enable inter-departmental communication and accountable business support across employee and managerial functions.
- Automate manual processes to improve efficiency and reduce the administrative burden of intake, engagement, and application management.
- Streamline and simplify the dozens of applications businesses must complete to perform work and stay compliant in the City.
- Provide intuitive dashboards with real-time insights, performance monitoring of applications and business support services.

We propose that implementing **Qwally's Business One Stop Shop Software and CRM Solution** outlined in this proposal will enable the City of Flint to achieve its desired outcomes, successfully navigate onboarding challenges, and ultimately deliver a world-class business support solution to its community.

The ongoing annual cost of this software is \$150,000 per year. The onboarding fee amounts to \$50,000.

- The point of contact for this proposal is Brandon Gumm, available at brandon@qwal.ly

Proposed Scope of Work

Qwally is pleased to present the proposal for the software solution requested by the City of Flint, MI ("Client" or "City"). This project aims to assist the client in accelerating its work with its business community, providing tools that break down barriers, simplify administrative work, and provide valuable insights about the client's entrepreneurial and business communities. This scope will focus on establishing a one stop shop and CRM solution that minimize hurdles to business formation, growth, and compliance. Qwally will leverage its expertise in software development and community development to deliver a user-friendly platform that streamlines engagement, making it easier for businesses and client staff to successfully work together.

This submittal covers all project goals and proposed deliverables. If you or any other decision-makers have additional questions or require extra documents - such as a more detailed design proposal - please don't hesitate to contact us using the information below. We look forward to presenting this proposal in more detail if selected as a finalist.

Solution Outline

We will provide the following software type to the client: ***Business One Stop Shop*** and ***Customer Resource Management (CRM) Solution***.

This software package includes the following features that are of particular relevance to the City:

- A **public-facing website** that establishes a single place for businesses to find answers while streamlining information and resources for relevant workflows including starting a business, business licensing, zoning, permitting, and more.
 - Up to 7 **guides**, including step-by-step instructions for starting a business, licensing, zoning, permitting, building safety & inspections, community services, and property disposition.
 - 1 **resource directory**, listing valuable programs and resources available to the business community, helping businesses find capital, training, and more.
- Up to **10,000 business profiles** for entrepreneurs and business owners to track their work with the City including workflow checklists, applications, resources, and more.
 - Up to 8 **checklists**, with detailed, customized step-by-step instructions and relevant resources for each business that creates a profile.
 - Up to 40 digital **applications**, including those for licensing, zoning, permitting, property disposition, and more.

- Up to 30 applications with **secure document upload and submittal**, for streamlined intake of complex applications.
- Up to **35 administrative (CRM) dashboard accounts** for City staff to track their work with businesses, including messaging, referrals, application management, data dashboards, and more.
 - **Business profile management** for viewing business information, checklists, resources, and more.
 - **Application management tools** for streamlined application approval, resubmittal, and denial.
 - **Data dashboards**, including those for website traffic and customer analytics, for tracking trends in departmental business services.

In this proposal, we also include services for onboarding, training, launch, maintenance, and ongoing customer success, including quarterly partnership reviews to ensure client results.

Itemized List of Deliverables

The following is the complete list of itemized deliverables for this proposal, alongside a short description and quantity of said deliverable.

SKU	Product		Description	Quan.
1.00	Website		A Client-branded, online, mobile-friendly, accessible site for businesses.	1
2.00	Guides		A comprehensive, user-friendly resource offering step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate internal processes. Available on the website.	Up to 7
3.00	Directory	Resources	A curated, organized collection of searchable and filterable information that lists and categorizes relevant descriptions, links, contact information, and more about resources for businesses. Available on the website.	1
10.00	Account	Business Profile	A personalized, secure space on the website that allows businesses to access and manage their profile, checklists, and forms by logging in with their unique credentials.	Up to 10,000
11.00	Checklists		A curated, user-friendly checklist offering customized step-by-step instructions, technical assistance, resources, and best practices to help businesses navigate how to	Up to 8

			start a business. Available in the business account.	
12.01	Intake	New Customer	A digital document that collects information required from the user to complete a new customer intake and account creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
12.02	Intake	New Checklist	A digital document that collects information required from the user to complete a new customer intake and checklist creation. After a form is completed, a ticket is generated in the Dashboard for further review or action.	Up to 8
12.09	Intake	Contact	A digital document that collects information required from the user to complete to contact an administrative user. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
13.00	Applications		The total number of digital applications.	Up to 40
13.01	Applications	Documents	The number of applications that require document management including: <ul style="list-style-type: none"> • Secure document upload • Document approval 	Up to 30
13.10	Applications	General Request / Ask A Question	The number of applications that collect information required from the user to complete a new general request or ask a question. After a form is completed, a ticket is generated in the Dashboard for further review or action.	1
20.00	Dashboard		A customer-branded, online, accessible suite of administrative tools for Client.	1
21.00	Dashboard	Home Page	A set of administrative tools within the "Home" page on the Dashboard for reviewing tickets and responding to business needs. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track log interactions.	1

21.10	Dashboard	Business Profiles	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to new customer intake. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
21.30	Dashboard	Application Page	A set of administrative tools within the "Customer" page on the Dashboard for reviewing tickets and responding to business needs specific to an application. Administrative tools include the ability to view request, respond to customers, make referrals, take notes, and track logged interactions.	1
25.00	Data Dashboard	Traffic Analytics	A dashboard of key traffic metrics including the number of website visitors and other site analytics.	1
25.10	Data Dashboard	Customer Analytics	A dashboard of key customer analytics, including business demographics and other customer analytics.	1
25.20	Data Dashboard	Application Analytics	A dashboard of key customer analytics including applications started, completed and other customer analytics.	1
30.00	Dashboard	Administrator Accounts	A personalized, secure access point to the Dashboard.	Up to 35
50.01	General Services	Customer Success Management	Assignment of Customer Success Manager, Quarterly Partnership Review, and other general customer services.	Included
50.10	Onboarding	Implementation	The services provided to set up and train Client on Qwally products.	314 hours
50.11	Onboarding	Launch	The services provided to assist in launch of Qwally products.	15 hours
50.20	Integrations	Website Domain	The services provided to connect Qwally product to Client website domain and other related tech support.	5 hours

Roles and Responsibilities

To ensure the successful delivery and success of the software solution, the following roles and responsibilities are anticipated for Qwally and the Client during onboarding and throughout the lifetime of the contract.

Qwally

Role	Responsibilities	People
Project Manager	<ul style="list-style-type: none"> • Manage client onboard. • Manage the project timeline, set deadlines, and monitor progress. • Manage the relationship between the Client and Qwally's development team throughout onboarding. • Solve issues that arise during the onboarding. • Train client stakeholders on project deliverables. • Evaluate project performance. 	Sam Morris (he/him) sam@qwal.ly
Content Manager	<ul style="list-style-type: none"> • Conduct project discovery and research. • Develop site content and other artifacts required during onboarding. • Assure quality of content. • Reports to the project manager. 	Lead Chris Offensend (he/him) chris@qwal.ly Sam Morris (he/him) sam@qwal.ly Brandon Gumm (he/him) brandon@qwal.ly
Developer	<ul style="list-style-type: none"> • Evaluate project scope and user feedback. • Manage and develop the configuration and deployment of the deliverables. • Troubleshoot and deploy solutions to issues that arise during the project. • Create and manage technical documentation of deliverables. • Interface with Client IT staff. • Reports to the project manager. 	Lead Will Neal (he/him) will@qwal.ly Stas Grozny (he/him) stas@qwal.ly Ed Saldivar (he/him) ed@qwal.ly Emily Gabbard (she/her) emily@qwal.ly
Customer Success Manager	<ul style="list-style-type: none"> • Manage the relationship with the Client after onboarding. 	Sam Morris (he/him) sam@qwal.ly

- Provide ongoing training and support to the Client.
- Evaluate the performance of the partnership.
- Ensure client satisfaction.

Client

Role	Responsibilities	People
Project Coordinator	<ul style="list-style-type: none"> • The primary point of contact during the project timeline. • Ensure internal success and adherence to the project timeline. • Solve issues that arise during the project timeline. • Evaluate project performance. • Ensure internal adoption of the deliverables. 	Tyler Bailey (he/him) tbailey@cityofflint.com
Subject Matter Experts	<ul style="list-style-type: none"> • Assist project team in discovery and research with documentation and support regarding site content creation and other deliverables relevant to the subject matter. • Ensure content adheres to internal policies and procedures. 	Max Lester (they/them) mlester@cityofflint.com Zoning Tyler Bailey (he/him) tbailey@cityofflint.com Licensing, Zoning Emily Doerr (she/her) edoerr@cityofflint.com Property Disposition Ashly Harris (she/her) aharris@cityofflint.com Community Services Jack Hippe (he/him) jhippe@cityofflint.com Building Safety & Inspections
Information Technology Lead	<ul style="list-style-type: none"> • Assists Qwally with website integration. • Assists project team with technical expertise. 	TBD
Communications Lead	<ul style="list-style-type: none"> • Responsible for launch strategy and materials with Qwally's assistance. 	Caitie O'Neill (she/her) coneill@cityofflint.com

Dashboard Users

- Client staff requiring training in the finished product after launch.

TBD

Onboarding Timeline

We propose a timeline for onboarding and launch consisting of two main phases. The first will focus on initial site launch with support for Zoning and Licensing applications. The second will focus on launching applications for Building Safety and Inspections, Property Disposition, and Community Development. We recommend a public launch after Phase 1. Note that this proposed timeline is preliminary and may be subject to change due to changes in client priorities, client turnover, lack of client engagement, or other factors. Please contact Brandon Gumm at brandon@qwal.ly if you have further questions.

Phase 1 Initial site launch with guides, checklists, and zoning and licensing applications

Month 1	Kickoff, project discovery, application discovery, website discovery, guide discovery, resource discovery
Month 2	Website development, guide discovery, resource development, application discovery, dashboard discovery
Month 3	Website development, guide development, application development, resource development, dashboard development, it coordination
Month 4	Quality assurance, soft/internal launch, product training, prepare launch support
Month 5	Full/public launch, launch support, data dashboard development
Month 6	Finalize data dashboard development and launch, onboarding complete, customer success starts

Phase 2 Prepare and launch applications for building safety and inspections, and property disposition

Month 7	Phase 2 kickoff, project discovery, dashboard discovery, application discovery
Month 8	Dashboard development, application discovery

Month 9	Application discovery, dashboard development, quality assurance
Month 10	Launch, product training, launch support
Month 11	Data dashboard updates

Detailed Summary Of Pricing

This detailed summary of pricing includes the base annual license with the configuration described in the Scope of Work, and the total hours of onboarding at \$150.00 per hour.

We have provided the following investment options:

- 3-year option (10% discount).

We have also added the Innovators In State discount (10% discount), our way of recognizing innovative organizations in their State that are among the first to adopt Qwally's solutions for their business communities.

Future expansions and changes in scope may alter the annual investment. An invoice will be sent to the client on the contract signed date. Payment is due within 30 days of the invoice date.

Please contact Brandon Gumm at brandon@qwal.ly with any questions.

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
1.00	Website		1	\$15,000	\$15,000	10
2.00	Guides		7	\$1,000	\$7,000	49
3.00	Directory	Resources	1	\$10,000	\$10,000	20
10.00	Account	Business Profile	<10,000	\$1 (Package)	\$10,000	5
11.00	Checklists		8	\$2,000	\$16,000	40
12.01	Intake	New Customer	1	\$1,000	\$1,000	5

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
12.02	Intake	New Checklist	8	\$1,000	\$8,000	16
12.09	Intake	Contact	1	\$1,000	\$1,000	2
13.00	Applications		40	\$1,000	\$40,000	80
13.01	Applications	Documents	35	\$1,000	\$30,000	20
13.10	Applications	General Request / Ask A Question	1	\$1,000	\$1,000	1
20.00	Dashboard		1	\$5,000	\$5,000	2
21.00	Dashboard	Home Page	1	\$1,000	\$1,000	2
21.10	Dashboard	Business Profiles	1	\$1,000	\$1,000	2
21.30	Dashboard	Application Page	1	\$5,000	\$5,000	10
25.00	Data Dashboard	Traffic Analytics	1	\$2,000	\$2,000	5
25.10	Data Dashboard	Customer Analytics	1	\$10,000	\$10,000	20
25.20	Data Dashboard	Application Analytics	1	\$10,000	\$10,000	20
30.00	Dashboard	Administrator Accounts	30	\$500 (Package)	\$15,000	5
50.01	General Services	Customer Success Management	Included	N/A	N/A	N/A

SKU	Product Name	Sub-Product Name	Quantity (Q)	Price Per Q	Annual Price	Onboard Hours
50.11	Onboarding	Launch	1			15
50.20	Integrations	Website Domain	1			5
TOTALS					\$188,000	334

3-Year Option

	Year 1	Year 2	Year 3
Base Annual License	\$188,000	\$188,000	\$188,000
3-year Discount	-10%	-10%	-10%
Innovators In State Discount	-10%	-10%	-10%
Discounted Annual License	\$150,000	\$150,000	\$150,000
Onboarding	\$50,000	N/A	N/A
Final Annual Price	\$200,000	\$150,000	\$150,000

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

Qwally was founded in 2019 from the idea that it should be easier for governments to work with their business communities. That vision set us on the path to be at the forefront of delivering CRM solutions that are not only innovative and efficient but also tailored to the unique needs of public sector organizations. Here are a few examples of our work with noteworthy organizations across the United States as a demonstration of our qualifications to deliver for the City of Flint.

- A. Kansas City, MO BizCare One-Stop Shop
 - a. Description: This one-stop shop for the City of Kansas City, MO manages all incoming engagement into the BizCare Office, assisting thousands of entrepreneurs and business owners each year. Widely praised as one of the best examples of a business one-stop shop in the United States.
 - b. Link: <https://bizcare.kcmo.gov/>
 - c. Recognition:
 - i. Inc. Magazine // <https://bit.ly/3Qtxkyu>
 - ii. Next City // <https://bit.ly/46QmqKl>
 - iii. The New Localism // <https://bit.ly/3StMbvF>
 - iv. Startland News // <https://bit.ly/3u8aN2J>
 - v. Institute for Justice // <https://bit.ly/3u9jo5h>
- B. Seattle Metropolitan Chamber of Commerce
 - a. Description: This business connector platform for the Seattle Metro Chamber is the organization's method for customer intake, resource matchmaking, and ongoing customer management.
 - b. Link: <https://communitybusinessconnector.com/>
- C. City of Mobile, AL One-Stop Shop
 - a. Description: This one-stop shop began as a solution for the City of Mobile to increase its spend with diverse and local businesses. It has expanded over time to include functions for business licensing, certifications, small business grant management, and more.
 - b. Link: <https://workwith.cityofmobile.org/>
 - c. Recognition:
 - i. <https://bloombergcities.jhu.edu/news/how-better-digital-services-can-build-trust-local-government>

Please list Licenses:

Qwally is fully licensed to do business in the State of Michigan. If the Procurement Committee requires any additional documentation or proof of additional licenses for this project, please contact Brandon Gumm at brandon@qwal.ly and we can provide additional documentation as required.

How long have you been in business?

Qwally was founded in January 2019 and has been operating for nearly 5 years.

Have you done business with the City of Flint?

No, Qwally has no previous business with the City of Flint.

❖ EXHIBIT C - DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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.

None

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.

None

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

None

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.

None

List any prior suspensions or debarments by any government agency.

None

List any contracts not completed on time.

There has been no instance where Qwally has not fulfilled the terms of a contract. Qwally works closely with our customers to ensure the delivery of all contracts within an acceptable timeframe. Sometimes deliverables can be delayed due to unforeseen circumstances by customers such as staff turnover, a Mayoral change in priorities, or sustained stakeholder engagement. Qwally takes these challenges seriously and works to identify possible risks early in the project to create mitigation plans. Whenever challenges do arise, Qwally has appropriately adjusted the project timeline with customer approval.

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

None

❖ EXHIBIT D - LIST OF REFERENCES

Reference #1:

Company/Municipality: City of Kansas City, MO BizCare Office
Contact Person: Nia Richardson Title: Director
Address: 414 E 12th St
City: Kansas City State: MO Zip: 64106
Telephone: (816) 513-2491 Fax: N/A
Email: Nia.Richardson@kcmo.org
Type of Project: Business One-Stop Shop
Project Timeline (Dates): 10/15/2020 - 4/15/2021 Budget: \$150,000/year

Reference #2:

Company/Municipality: Jefferson County, CO EDC
Contact Person: Jansen Tidmore Title: President and CEO
Address: 1667 Cole Boulevard, Suite 400
City: Golden State: CO Zip: 80401
Telephone: (334) 618-8487 Fax: N/A
Email: jtidmore@jeffcoedc.org
Type of Project: Resource Machmaking
Project Timeline (Dates): 2/01/2023 - 08/01/2023 Budget: \$10,000/year

Reference #3

Company/Municipality: City of Mobile, AL Supplier Diversity
Contact Person: Archnique Kidd Title: Supplier Diversity Manager
Address: P.O. Box 1827
City: Mobile State: AL Zip: 36633-1827
Telephone: (251) 208-7967 Fax: N/A
Email: archnique.kidd@cityofmobile.org
Type of Project: One-Stop Shop for Working With Government
Project Timeline (Dates): 01/05/2020 - 06/05/2020 Budget: \$81,000/year

❖ EXHIBIT E - CERTIFICATE OF INSURANCE

For the term of this Agreement, Qwally shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E - CERTIFICATE OF INSURANCE of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

❖ EXHIBIT F - NON-BIDDERS RESPONSE

Qwally is submitting a bid for CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523. No response to Exhibit F is required.

❖ EXHIBIT G - CITY OF FLINT AFFIDAVIT

FOR CORPORATION

STATE OF Colorado

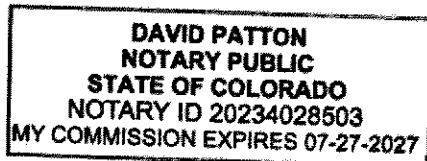
S.S.

COUNTY OF Jefferson

Christopher Offenset being duly sworn, deposes and
says that she/he/they
is CEO of Quality Inc
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of
Delaware 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 601 16th St. Golden CO 80401, in said County and
State, this 16th day of November, A.D. 20 23.



[Signature]
*Notary Public, Jefferson County, Colorado

My Commission expires July 27th, 2027

❖ ATTACHMENT A - SAMPLE CONTRACT

City of Flint, Michigan Qwally Business Engagement Suite Software License AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this _____ (the "Effective Date"), by and between the CITY OF FLINT, MICHIGAN, by its Mayor, (hereinafter "Client") and Qwally, Inc., (hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware.

WHEREAS, the Client desires an interactive CRM software solution to support businesses.

WHEREAS, the Client has determined that Contractor's software product is uniquely and best qualified, and most cost advantageous to the Client, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the Client, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A** (Statement of Work), which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for 3-year (the "Initial Term") and automatically renew for additional one-year terms (each, a "Renewal Term"), unless either party requests termination in writing at least thirty (30) days prior to the end of the then-current term.

ARTICLE 2. Software License: Contractor hereby grants the Client a nonexclusive license to use the Software (hereinafter "Software as a Service", or "SaaS") for its internal business purposes, provided the Client complies with the other restrictions set forth in this Agreement. Copies of the SaaS created or transferred pursuant to this Agreement are licensed, not sold, and the Client receives no right, title, or interest in the SaaS or any copy thereof, except as expressly provided herein. Without limiting the generality of the foregoing, The Client shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-license the SaaS; (b) use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the SaaS's source code or underlying ideas, algorithms, or organization of any SaaS. The contractor shall provide such services ("Services") as are required by any statement of work ("Statement of Work", or "SoW") in the form attached hereto as **Exhibit A** (Statement of Work). In the event of any conflict with a Statement of Work, the terms of the Statement of Work shall govern, but only to the extent such Statement of Work expressly overrides this Agreement. The Client and the Contractor may amend this Agreement from time to time by adding additional, mutually executed SoW's to this Agreement.

ARTICLE 3. Intellectual Property: The Client acknowledges and agrees that Contractor owns and will continue to own all right, title and interest, including, without limitation, all intellectual property rights in and to any proprietary SaaS and documentation provided hereunder, including, any improvements, derivative works, upgrades, updates, error or bug fixes to such SaaS and documentation provided to the Client in connection with this Agreement (the "SaaS"). The Client further acknowledges and agrees that the Client will have only the right to use the

SaaS as set forth on **Exhibit B**, attached hereto and incorporated by reference. The Client will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any SaaS; (b) modify, translate, or create derivative works based on the Services or any SaaS (except to the extent expressly permitted by Contractor or authorized within the Services); (c) use the Services or any SaaS for timesharing or service bureau purposes or otherwise for the benefit of a third; or (d) remove any proprietary notices or labels from the Services or SaaS.

ARTICLE 4. Services and Support: Subject to the terms of this Agreement, Contractor will use commercially reasonable efforts to provide Client the Services in accordance with the Service Level Agreement.

ARTICLE 5. Payment and Invoicing. The Client agrees to purchase an annual license for the sum of \$150,000 and a one-time onboarding cost of \$50,000. The Client and Contractor will enter into a 3-year agreement ("Initial Term") to purchase the license. After the term, a 5% increase may be applied annually to the base annual license unless otherwise negotiated. The Contractor will invoice the Client annually for the entire annual license amount on the contract signed date. All payments are due within 30 days of the invoice date.

ARTICLE 6. Data Ownership Interest. The Client retains ownership of the data collected and stored by Contractor in performance of this Agreement. Contractor agrees to provide Client, in a recoverable and transferable method, such data when requested or upon termination of this Agreement. The Client retains ownership of any pre-existing proprietary Client information and data that may be provided to Contractor. Notwithstanding the foregoing, Client grants Contractor a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Client to Contractor (the "Data") for the development of the SaaS or the provision of the SaaS and agrees that Contractor shall retain all right, title and interest in any aggregated and de-identified Data. Contractor may not use Client branding or imply Client endorsement of Contractor's product or experience without the express written consent of the Client Council.

ARTICLE 7. Information and Materials: The Client agrees to make available to Contractor any policies, documents, planning materials pertinent Client data, or any other information in its possession or otherwise readily available, that has a direct bearing on the preparation of the Statement of Work.

ARTICLE 8. Review and Approval: The Client shall, in a timely manner, review and approve all content before it is posted to the site. During the configuration and operation of the SaaS, the Contractor shall submit content for Client review, and the Client shall provide timely review, comments, and approval of such content. The Client shall designate a point of contact for review of process flows, content, wireframes, and other components of the Statement of Work that may be viewed by external parties. The Client agrees that time is of the essence in this Agreement, and any delays in connection with the Client's obligations hereunder may impair the Contractor's ability to provide the Services.

ARTICLE 9. Cooperative Competitive Sourcing: Client acknowledges and agrees with Contractor that Client's selection of Contractor may be acknowledged and used by other entities to replace their respective competitive procurement selection processes for Request for Proposal (RFP) and Request for Qualifications (RFQ) purposes such that other government entities may contract with Contractor for the same or substantially similar product(s) or

service(s) without undergoing a separate competitive procurement selection process. Terms, conditions, and prices of the contract executed with Contractor may be used by other entities to contract with Contractor for the same or substantially similar product(s) or service(s) under either the same or a separate contract.

ARTICLE 10. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, Liability Insurance coverage in compliance with Exhibit E of Flint, MI's CUSTOMER RESOURCE MANAGEMENT SOFTWARE RPF, PROPOSAL NO. 24000523.

ARTICLE 11. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within thirty (30) days of written notice from the Client of such breach, the Client has the right to terminate the Agreement without any liability. In the event of any breach or apparent breach of this Agreement by the Client of any of its obligations under the terms of this Agreement, the Contractor has the right to suspend or terminate Client's access to the SaaS. If the Client fails to cure such breach within thirty (30) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 12. Data Privacy and Security: Contractor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Client Data. The Contractor shall safeguard the confidentiality, integrity and availability of Client Information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Personal Data and Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at Rest and Data in Transit. The Client shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Agreement.

At no time shall any Client Data be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Client. The Contractor shall not use any Client Data collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

ARTICLE 13. Additional Contract Provisions Required for Federal Awards: Client may apply federal grant funds towards payment of Contractor. The additional contract clause provisions required by Appendix II to 2 CFR Part 200.

ARTICLE 14. Entire Agreement: This Agreement, including the Exhibits hereto and any SoWs, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations,

understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 15. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Michigan, and the venue for any actions arising out of this Agreement shall be in Genesee County, Michigan. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 16. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to perform its obligations under this Agreement.

ARTICLE 17. No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Client but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as Client may from time to time request, to indicate that it is an independent contractor. Client does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 18. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination.

ARTICLE 19. Limitation of Liability: Contractor's liability to the Client or any indemnitees in the aggregate for any claim arising under or otherwise related to this Agreement shall be limited to the amounts paid to Contractor relating to such claim in the twelve months preceding such claim under this Agreement, as such may be amended from time to time. Contractor shall not be liable to the Client for any special, punitive, indirect, incidental, or consequential damages of any nature.

ARTICLE 20. Assertion of Rights: Failure by either party to assert a right or remedy shall not be construed as a waiver of that right or remedy, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of this Agreement shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of this Agreement and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with this Agreement or any portion or provision or right under this Agreement.

ARTICLE 21. Notices. Notice for the Client shall be mailed to:
City of Flint, Michigan
Attn: Deputy Director of Business Services
1101 Saginaw St,
Flint, MI 48502

Or Emailed to Tyler Bailey at tbailey@cityofflint.com

Notices to Contractor shall be mailed to:
Qwally, Inc.
419 Grand Court
Golden, CO 80401

Or emailed to Christopher Offensend at chris@qwal.ly

ARTICLE 22. Warranty: Contractor warrants to Client that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

ARTICLE 23. Disclaimer of Warranties: This disclaimer of warranties or conditions, either express or implied, shall not contradict the aforementioned Article 12 of this Agreement concerning data privacy and security. It is understood that the Contractor shall use and exercise industry standards and commercially reasonable efforts to ensure adequate privacy and security protection for the SaaS users. The language below shall be construed to mean events that are outside the control, or so extreme in nature that the Contractor and its use of said industry standards and commercially reasonable efforts to provide adequate privacy and security protection would be sufficient but for such outside controlling or extreme events.

CONTRACTOR DOES NOT REPRESENT THAT THE CLIENT'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE WILL MEET CLIENT REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CONTRACTOR OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT CONTRACTOR AND ITS THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING DATA OR Client CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO THE Client ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE Client ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE CLIENT'S PURPOSE.

ARTICLE 24. Amendments: The Client may, from time to time, require changes in the Statement of Work to be performed hereunder. Such changes, including any increase or decrease in the compensation due to the Contractor, which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this agreement.

ARTICLE 25. Indemnification: To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Client, its Board members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission,

intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Agreement by Contractor, its employees, sub-contractors, or others for whom Contractor may be legally liable ("Contractor Parties"), but only to the extent caused in whole or in part by the Contractor Parties.

IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONTRACTOR PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONTRACTOR SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONTRACTOR PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Agreement.

ARTICLE 26. Miscellaneous Provisions:

a. This Agreement and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the Client. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

b. In the event of litigation enforcing or interpreting the terms of this Agreement, the Client shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Michigan law.

c. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Contractor without the prior written consent of the Client. Client may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Contractor.

f. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

g. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and

notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

h. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

i. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

ARTICLE 27. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Flint, MI, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

[signature page follows]

CONTRACTOR,

_____, its _____ (title)
On behalf of Contractor

_____ Date

CLIENT,

_____, its _____ (title)
On behalf of Client

_____ Date

EXHIBIT A - STATEMENT OF WORK

Contract statement of work per previous section in this proposal: EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

EXHIBIT B - SERVICE LEVEL AGREEMENT

1. Uptime Commitment.

The Licensor Service shall be available to Customer 99.5% of each calendar month commencing with the first full calendar month following the date of acceptance of the Licensor Service by Customer (**Uptime**). Availability shall be calculated by subtracting the cumulative minutes of Downtime (as defined below) in a month from the total number of minutes in the applicable month, and representing the remaining minutes as a percentage of the total number of minutes in that month: $((\text{total monthly minutes} - \text{cumulative minutes of Downtime}) / \text{total monthly minutes})$. Licensor currently uses standard and customary monitoring tools to track Uptime.

2. Calculation of Downtime.

Downtime Events. Subject to any applicable exclusions described below, the following shall be events that qualify as **Downtime**: html web pages hosted by Licensor that are used by Customer access and control the Licensor Service are not accessible to Licensor's standard and customary monitoring tools over 4 successive polling attempts.

Exclusions. Scheduled maintenance resulting in Downtime Events shall not be included in the calculation of Downtime. All scheduled maintenance shall be conducted between the hours of 21:00 (EST) and 06:00 (EST) and conducted after supplying Customer with at least 2 days advance notice; provided, however, that notice shall not be required for scheduled maintenance conducted during those times on Tuesdays and Thursdays. To the extent that Licensor otherwise conducts maintenance on the Licensor Service without Customer's consent, then such Downtime Events shall be included in the calculation of Downtime. In addition, where any of the following is a cause of a Downtime Event, then the duration of such Downtime Event shall not be included in the calculation of Downtime: (i) Customer's acts other than in accordance with the applicable Licensor Service agreement, including without limitation, any negligence, willful misconduct or use of the Licensor Service in breach of such agreement; or (ii) Force Majeure - circumstances beyond Licensor's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain supplies used in or equipment needed for provision of the Licensor Service.

3. Support.

Licensor will provide manned telephone support 08:00 to 17:00 (EST), Monday through Friday and use best efforts to meet the following initial response and resolution goals.

❖ ATTACHMENT B - QWALLY COMMITMENT TO EXCELLENT CUSTOMER SUCCESS MANAGEMENT

Qwally is committed to excellent customer service. Your contract includes access to General Services – Customer Success Management service, giving you access to a Customer Success Manager for ongoing assistance and support. Qwally's customer success management framework is designed to ensure that our customers receive personalized, timely support to maximize their value from Qwally. Our commitment to customer success is reflected in the dedicated resources, strategic guidance, and continuous support provided through our Customer Success Management services. These include the following:

1. Assignment of Customer Success Manager (CSM):
 - a. Upon the successful launch of our software services, the customer will be appointed a dedicated Customer Success Manager (CSM). The CSM acts as a strategic partner and is the primary point of contact for the customer, ensuring a seamless and beneficial use of Qwally.
 - b. The Customer Success Manager is tasked with the proactive monitoring of the customer's satisfaction and the utility of Qwally in their operational environment.
 - c. The CSM is responsible for tracking and reporting on customer's success metrics, identifying areas for improvement in customer's utilization of Qwally, and offering solutions and strategies to maximize customer's outcomes.
 - d. The customer success manager will continue to be available to field any additional requests or updates to the published content after it is released. They will address these requests for updated content, special publications, etc. in a timely manner to ensure the content remains accurate and up-to-date.
 - e. Your CSM will schedule Quarterly Partnership Reviews, which are pivotal touchpoints for strategic engagement. These sessions are conducted virtually and are designed to:
 - i. Discuss and align on upcoming priorities,
 - ii. Troubleshoot any challenges experienced by the customer,
 - iii. Schedule additional training sessions as required,
 - iv. Review and implement content edits to enhance user experience,
 - v. Explore new product opportunities,
 - vi. Discuss contract renewals and expansions.
2. Ongoing Support Ticketing:
 - a. Qwally will provide your team with access to a ticketing system for support questions and troubleshooting items that are shared with the Qwally team. This is an open line of communication ensures that customers can swiftly address and resolve operational issues.

❖ ATTACHMENT C - QWALLY COMMITMENT TO ACCESSIBILITY

At Qwally, we believe that digital accessibility is critical to achieve our mission to expand equitable economic opportunity for small businesses, and small business owners, of all backgrounds. Our commitment is to ensure that our software is not only compliant with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA but also adheres to the principles of inclusive design. Here are our commitments:

1. WCAG 2.1 AA Compliance:
 - a. Our platform is designed to meet the rigorous standards of WCAG 2.1 Level AA compliance. This commitment to digital accessibility ensures that all users, including those with disabilities, can fully engage with our product features and benefits.
2. Content Readability:
 - a. Recognizing the diverse range of our users, we strive to create content that is easily comprehensible to a wide audience. All our written material is crafted to be clear and straightforward, targeting a 6th grade reading level to ensure that information is understandable, actionable, and translatable for users of varying age groups, educational backgrounds, and languages.
3. Inclusive User Experience:
 - a. Qwally's dedication to accessibility extends to every facet of our user experience. We make concerted efforts to:
 - i. Continually evaluate and improve our user interfaces for intuitive navigation and control,
 - ii. Provide alternative text for non-text content,
 - iii. Ensure compatibility with assistive technologies,
 - iv. Maintain color contrast ratios for users with visual impairments,

Our Pledge

We pledge to uphold our mission to expand opportunities to businesses of all backgrounds by supporting rigorous accessibility standards and work towards a product that is inclusive for all users, regardless of their abilities or circumstances. Our ongoing efforts in accessibility are not just about compliance, but about our belief in creating a product that equips every user with equal opportunity and access to the information and resources they need.

❖ ATTACHMENT D - QWALLY COMMITMENT TO INCLUSION

Qwally is proud to support a diverse and inclusive workplace. Though we are a small team, we embody a wide spectrum of backgrounds, perspectives, geographies, and experiences. Our commitment to an inclusive work environment is unwavering and is central to our identity as we work to expand equitable economic opportunity in the diverse communities we serve.

1. Diversity in Hiring:
 - a. We prioritize diversity in our hiring practices. Qwally seeks out and welcomes talent from all walks of life, ensuring that our team reflects the multifaceted nature of the communities we serve.
2. Fostering Inclusion:
 - a. Beyond diversity, we actively foster an inclusive culture where every team member feels valued and empowered. We believe that every voice is important and make concerted efforts to ensure that all team members have the opportunity to be heard and to contribute meaningfully to our mission.
3. Equitable Opportunities: We are committed to providing equal opportunities for growth and advancement to all our employees. Qwally ensures that career development, promotions, and success are based on merit and contribution, free from bias or discrimination.
4. Supportive Policies: Our company policies are designed to support a work-life balance, accommodate diverse needs, and promote the well-being of all staff. We are always evolving and adapting these policies to better serve our team and reinforce our inclusive culture.

Our Pledge

At Qwally, we do not just accept diversity — we celebrate it, support it, and thrive on it for the benefit of our employees, our products, and the communities we serve. Our pledge is to maintain an environment that respects and includes differences, recognizing the unique and valuable contributions that all individuals bring to our company.

❖ ATTACHMENT E - ACKNOWLEDGEMENT OF ADDENDUM 01



City of Flint

Department of Purchases & Supplies

Sheldon A. Neeley

TO: All Proposers

FROM: Lauren Rowley, Purchasing Manager

DATE: November 8, 2023

SUBJECT: Addendum #01 – PROPOSAL #24000523- CRM SOFTWARE

This addendum has been issued to address the REVISED bid due date/opening date as well as Q&A. Please see the following:

REVISED BID OPENING/DUE DATE: WEDNESDAY, NOVEMBER 29th, 2023 @11:15 AM EST.

Q1.) Can we obtain a copy of the pre-bid sign in sheet with all attendees listed? A1.) Yes, please see attached pre-bid sign in sheet. Q2.) Is there an estimated budget for this project?

A2.) The annual budget for this project is roughly \$100,000 per year (give or take)

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents. The Purchasing Manager, Lauren Rowley, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum.

Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: Gwally, Inc.

Address: 419 Grand Court

City / State / Zip: Golden, CO 80401

Telephone: 917-796-0814 Fax: N/A Email: chris@gwally.com

Print Name: Christopher Offenset Title: CEO

Signature: [Signature] Date: 11/16/2023

Thank you,

[Signature]

Lauren Rowley, Purchasing Manager

240102
RESOLUTION NO.: _____PRESENTED: 3-20-2024

ADOPTED: _____

**RESOLUTION TO UTILIZE OPIOID SETTLEMENT FUNDING FOR THE PURCHASE OF
AN AMBULANCE/EMT UNIT FOR THE FLINT FIRE DEPARTMENT**

To better serve the City of Flint residents and community, the Flint Fire Department recommends establishing an in-house EMT/Ambulance service to reduce response times, increasing safety and well-being of residents in need of emergency medical transportation;

The Division of Purchasing and the Fleet Services Division has used Sourcewell cooperative contract #110921-DEM to acquire a Class II Ambulance/EMT from ambulance vendor Kodiak Emergency Vehicles for a cost not-to-exceed \$192,481.00. Additional supplies needed to outfit the apparatus such as decaling, equipment, medical/safety supplies, etc., will be procured in accordance with the City's purchasing ordinance and policies for an overall cost not-to-exceed \$225,000.00;

The City of Flint has received funding from partial settlement of the National Prescription Opiate Litigation MDL No. 2804. City Administration requests appropriation of available opioid settlement monies to fund this purchase, to establish the capacity to improve medical response for ongoing opioid remediation efforts.

Account #/Grant Code	Description	Amount
288-xxx.xxx-863.900	As designated by Finance Department after City Council approval	\$225,000.00
	FY2024 GRAND TOTAL:	\$225,000.00

IT IS RESOLVED that the Flint City Council appropriates Opioid Settlement funds in an amount not to exceed \$225,000.00, to purchase an ambulance van, accessories and other related equipment. Moneys shall be made available in a fund to be determined by the Finance Department upon Council approval.

IT IS FURTHER RESOLVED that the Flint City Council approves the purchase of ambulance vehicle for a not-to-exceed cost of \$192,481.00, as well as equipment and accessories as described, for total not-to-exceed cost of \$225,000.00. Funding for said purchases will come from the following account:

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 12, 2024 18:40 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Mar 12, 2024 13:54 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 12, 2024 13:50 EDT)

Phillip Moore, Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

DATE: March 11, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: In-house Ambulance Service for City of Flint Residents

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Kodiak Emergency Vehicles

BACKGROUND/SUMMARY OF PROPOSED ACTION:

To better service the City of Flint residents and community, the Flint Fire Department has determined, because of lack of ambulance transport services, to establish an in-house Ambulance service to assist in the transport of City of Flint residents to emergency facilities in a more timely manner.

We utilized Sourcewell cooperative contract #110921-DEM for the Ambulance vendor Kodiak Emergency Vehicles to acquire a Class II Ambulance/EMT for a cost not-to-exceed \$192,481.00. Additional vendors will be procured according to Purchasing Ordinance #3865 for supplies needed to outfit the apparatus such as decaling, equipment, medical/safety supplies, etc. for an overall cost not-to-exceed \$225,000.00. The Administration is requesting the allocation of Opioid Settlement monies to fund this purchase.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Funding for said purchases will come from the following account:

Account No /Grant Code	Description	Amount
288-xxx.xxx-863.900	(TBD Upon Council Approval)	\$225,000.00
	FY 2024 GRAND TOTAL:	\$225,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** _____

ACCOUNTING APPROVAL: Karen Shim **Date:** 3/11/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract) _____ YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)



CITY OF FLINT

BUDGET YEAR 1:

BUDGET YEAR 2:

BUDGET YEAR 3:

OTHER IMPLICATIONS (*i.e.*, *collective bargaining*):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Theron S. Wiggins
Theron S. Wiggins (Mar 11, 2024 15:30 EDT)

Theron S. Wiggins, Fire Chief



AMBULANCE PROPOSAL & AGREEMENT

PRESENTED TO

CITY OF FLINT

Presented by:
Ahren Taszreak
Kodiak Emergency Vehicles

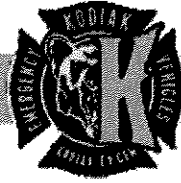


Proposal Date
3/11/2024



PROPOSAL OVERVIEW

Presented To:	City of Flint 1101 S Saginaw St Flint, MI 48502
Proposal for:	One (1) stock Demers Type II ambulance on a Ford Transit T-250 gas chassis.
Delivery timeline:	Delivery expected April 2024
Delivery:	Final delivery will be made to City of Flint
Payment Terms:	Payment due to "Kodiak Emergency Vehicles" at time of delivery
Includes:	<p>This proposal includes:</p> <ul style="list-style-type: none">• Pricing per Sourcewell contract #110921-DEM (City of Flint Sourcewell #80495)• One Demers Type II Transit ambulance• All OEM, Sourcewell, manufacturer, and dealer discounts and rebates• Stryker Power-PRO 2 cot, high configuration• Stryker (non-powered) Performance-LOAD with inductive charging• Graphics to match layout provided by City of Flint• Installation of <u>customer-supplied</u> radios• Contingency allowance• Delivery
Does Not Include:	<p>This proposal does NOT include:</p> <ul style="list-style-type: none">• Radios – Only installation of customer-supplied radios
Price:	\$192,481.00 payable to Kodiak Emergency Vehicles
Proposal valid until:	4/11/2024 or until unit is sold



AGREEMENT

THIS AGREEMENT is made between Kodiak Emergency Vehicles, 10120 W. Grand River Highway, Grand Ledge, MI 48837 ('Company') and City of Flint, 1101 S Saginaw St, Flint, MI 48502. The Company agrees to sell, and the Buyer agrees to purchase: One (1) stock Demers Type II ambulance on a Ford Transit T-250 gas chassis, all in accordance with the terms and conditions of the Agreement.

The finished Ambulance shall be delivered by Company personnel to City of Flint.

Pricing

Buyer agrees to remit payment to "Kodiak Emergency Vehicles" for a contract price as follows:

Total Sales Price:	\$192,481.00
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Changes or Additions

Changes or equipment additions will be invoiced or credited separately upon completion and delivery. Unless otherwise specified, the Purchase Price is exclusive of all Federal, State, and Local Taxes of any nature.

Binding Agreement

Buyer agrees that the terms of final payment, unless otherwise specified, shall be due upon completion at manufacturer. All payments shall be in the form of a municipal, certified, or cashier's check made out to Kodiak Emergency Vehicles. This agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and agreements. No agent or representative of the company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of the agreement, including its attachments and exhibits, must be in writing, signed by an authorized representative of each of the parties hereto.

Initials

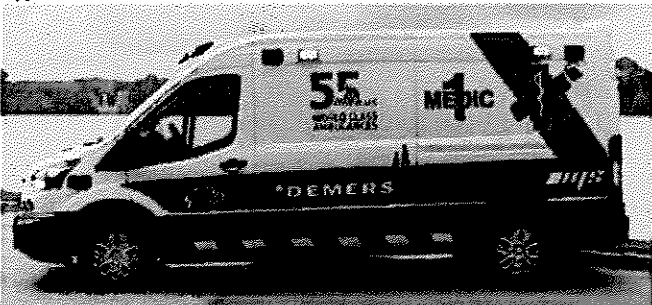
Force Majeure

Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached this agreement, for any failure or delay in fulfilling this agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Signed for City of Flint (Buyer):	Signed for Kodiak Emergency Vehicles (Company):
Signature	Signature
Printed	Printed
Title	Title
Date	Date
Signature	
Printed	
Title	
Date	
Signature	
Printed	
Title	
Date	

Ambulance Specification

Name	Specifications
Type II - TS	Overall Length 236" (599 cm) Overall Width 98" (249 cm) Overall Height 103" (262 cm)* Headroom 69" (175 cm) Wheelbase 148" (376 cm) Payload Capacity Up to 2,500 lbs (1134 kg)
	
	*Total height of vehicle may differ according to chassis and suspension

Sales Options by Category

10-Base (BAS)

Item Number	Name/Description	Quantity
BAS-PLA-16	TYPE II - TS	1.00
	TYPE II - TS	
BAS-TYP-12	Type II - Van	1.00
	Type II - Van	

11-Chassis (CH*)

Item Number	Name/Description	Quantity
CHV-FRD-00	Conversion Ford T250 Van	1.00
	Conversion Ford T250 Van	
CHV-FRD-28	Ford Transit T250 Gas Van 4 X 2	1.00
	Ford Transit T250 Gas Van 4 X 2	
	3.5L EcoBoost® V6 Gasoline Engine	
	Mid Height Roof	
	Wheelbase 148" (3760 mm)	
SR00152502	Strap behind passenger seat	1.00
	Strap behind the passenger seat to secure a model 12 litter	

16-Emergency and Working Lights (EWL)

Item Number	Name/Description	Quantity
EWL-FWD-31	Demers T2 Aero Cab Riser TS 2RR-2C3RC-2RR	1.00
	Demers Aerodynamic Cab Riser (500 series), 2RR-2C3RC-2RR	
EWL-GRL-28	Two(2) red & two(2) clear wig wag in grill (LINZ6)	1.00
	Two (2) red emergency LED in grille (LINZ6 series 4 x 2) and Two (2) clear LED in grille (LINZ6 series 4 X 2) with WIG WAG flash pattern	
EWL-ITC-11	Intersection Lights, Red (2), LED	1.00
	Two (2) red intersection lights. Whelen 700 series (7 x 3) LED lights.	
EWL-LTI-11	Emergency Lights, Red (2), LED, Inter. Side Mount	1.00
	Two (2) red emergency lights, intermediate side mount. Whelen 700 series (7 x 3) LED lights.	
EWL-LTS-21	Four (4) red LED lateral emergency lights (600)	1.00
	Four (4) red LED lateral emergency lights (two (2) on each side, 600 series 6 X 4)	
EWL-LTS-22	Scene Lights, Four (4), Clear LED, (600)	1.00
	Four (4) lateral LED scene lights (two (2) on each side) 600 series 4 x 6	
EWL-RER-23	Rear Spoiler TS 1R-1W-1A-1W-1R	1.00
	Demers aerodynamic rear spoiler with 1 red / 1 white / 1 amber / 1 white / 1 red (500 series 5 X 1, perimeter lights 8 X 2)	
EWL-RER-24	Two (2) Rear red LED lights (700 series 7 X 3)	1.00

SR00152505	Two (2) Rear red LED lights (700 series 7 X 3) Demers Rear Spoiler 1 blue / 1 red - vertex / 1 white / 1 amber / 1 white / 1 red - vertex / 1 red	1.00
17-Audible Warning System (WRN)		
Item Number	Name/Description	Quantity
WRN-BUA-11	Back-Up Alarm Back up alarm (97dB) with override switch. (Included)	1.00
WRN-SIR-11	Whelen 295SLS Hands-Free Siren Whelen model 295HFSA1 siren amplifier with 17 Scan-Lock™ siren tones.	1.00
WRN-SIR-13	Switch to Mute OEM Horn when Siren Speakers Active Switch to mute the OEM horn when the siren speakers are activated.	1.00
WRN-SPK-11	Whelen SA315 Series Speakers Whelen SA315 series speakers is a compact speaker meeting SAE Class A requirements when paired with Whelen 100 watt siren amplifier.	1.00
18-Exterior Vehicle features (VFT)		
Item Number	Name/Description	Quantity
VFT-CHP-17	Front cab mud guards Front cab mug guard flaps ford	1.00
VFT-FUL-11	Quarter-Tank Fuel Fill Quarter-tank fuel fill.	1.00
VFT-MIR-11	OEM exterior mirrors Keep OEM exterior mirrors	1.00
VFT-MOP-14	Undercoating Protection Undercoating protection for module and chassis. (Included)	1.00
VFT-STP-13	Van Anti-skid rear steps Van Anti-skid rear steps. (Included)	1.00
19-Convenience (CNV)		
Item Number	Name/Description	Quantity
CNV-ACC-15	Demers Fast Idle Demers fast idle is generated by the multiplex module, It allows fast charging of the batteries by the engine when specific conditions are met. (Included)	1.00
CNV-LCK-11	Anti-Theft System The anti-theft allows leaving the vehicle without keys and the engine running to keep the vehicle at the ideal operating temperature. It protects against theft by turning off the engine if the vehicle moves. (Included)	1.00
21-Paint and Decals (DEC)		
Item Number	Name/Description	Quantity
DEC-WIN-11	Tinted privacy glass Tinted privacy glass for rear and right side windows	1.00
22-Drivers Compartment (CAB)		
Item Number	Name/Description	Quantity
CAB-CTR-15	Control Center lower, switches and LED pictograms Lower dashboard control center with switches and LED backlit pictograms	1.00
CAB-LGT-14	Cab headliner with OEM reading lights Sprinter Type 2 ceiling with access flaps (Included)	1.00
CAB-LGT-15	Goose neck reading lamp Goose neck reading lamp on front console. (Included)	1.00
23-Curbside Configuration (CRB)		
Item Number	Name/Description	Quantity
CRB-ACC-12	Mount for Cardiac monitor at head of squad bench Mount for Cardiac monitor at head of squad bench	1.00
CRB-NET-11	Safety Net Safety net at the head of the curbside configuration, by the side entry door (C2).	1.00
CRB-TEC-22	Full Length Seat Backrest	1.00

CRB-TEC-26	Single full length molded seat backrest Single full length molded seat cushion	1.00
CRB-TEC-29	Full length molded seat cushion (Medium : 45 - 50 Inches) Seating for two (2) passenger, 6 pts safety belt Seating for two (2) passenger, 6 pts safety belt	1.00
24-Streetside Configuration (STR)		
Item Number	Name/Description	Quantity
STR-ACS-14	Flip-Up Door, Clear Sliding Window Aluminum flip-up frames, self latching for easy restocking of cabinets. Polycarbonate clear sliding windows.	4.00
STR-ACS-24	Polycarbonate Clear Sliding Windows Polycarbonate clear sliding windows. Type 2	4.00
STR-MED-23	Lower Medical Cabinet, Full storage for TS Medical cabinet with long counter top and full storage area	1.00
25-Forward Bulkhead (FWB)		
Item Number	Name/Description	Quantity
FWB-DIV-15	Pass-through sliding window Pass-through sliding window on front division for communication with cab. Type 2	1.00
FWB-RGT-18	Upper front partition with retaining straps Upper front partition with retaining straps in front TS ALS compartment	1.00
FWB-RGT-19	Lower front partition with retaining straps Lower front partition with retaining straps in front TS ALS compartment	1.00
FWB-RGT-26	Right side division TS Right side division TS, Stair chair location and fixed shelf	1.00
SR00152504	Fire extinguisher add a Fire Extinguisher. 5 lbs, ABC with heavy duty bracket, to the patient compartment - SHIP LOOSE Comments: Selected the fire extinguisher in the interior features>forward bulkhead. No charge to ship loose.	1.00
26-Attendant Seat (AST)		
Item Number	Name/Description	Quantity
AST-HRS-26	EVS 1860 3Pts Vac-Formed Seamless ChildSeat, Fixed EVS 1860 3Pts Vac-Formed Seamless Child Seat, Fixed Base	1.00
27-Cot Configuration (COT)		
Item Number	Name/Description	Quantity
COT-ANC-15	Stryker Yellow Safety Hook Stryker yellow safety hook.	1.00
COT-ANC-30	Power-LOAD Pre-wire and Floor Plate-GEN 1 PRE-2021 Stryker Power-Load floor plate. No cot fastener included. Include pre-wiring for charging feature. Using already existing Power-LOAD system from the field, manufactured before 2021.	1.00
COT-POS-21	Left side floor mount cot configuration Left side floor mount cot configuration Type 2	1.00
28-Rear Control Panel (CAR)		
Item Number	Name/Description	Quantity
CAR-CTR-13	Switches with LED backlit pictogram - TYPE II Switches with LED backlit pictogram - TYPE II	1.00
29-Oxygen (OXY)		
Item Number	Name/Description	Quantity
OXY-CMP-11	Oxygen Compartment rear curbside Vertical Oxygen Compartment rear curbside. Pivoting access door for oxygen tank. (Included)	1.00
OXY-NTW-13	Oxygen Outlets, Three (3) Three (3) oxygen outlet, two (2) in ECC, one (1) on curbside	1.00
OXY-OUT-11	Oxygen Outlet, Quick-Connect	3.00

OXY-REG-11	Quick-connect style oxygen outlet. Oxygen Regulator, Manual, 50 PSI	1.00
	Manual oxygen regulator (50PSI).	
OXY-SPO-17	"D-size" Portable oxy storage (2) in squad bench	1.00
	"D-size" Portable oxygen cylinder storage (2) located in squad bench	
OXY-SPR-18	Universal vert oxygen cylinder holder "K" or "M"	1.00
	Universal vertical holder for main oxygen cylinder type "K" or "M"	
31-Suction (SUC)		
Item Number	Name/Description	Quantity
SUC-LOC-11	Suction System location in ECC	1.00
	Main suction system is located in front streetside action area.	
SUC-MOT-11	Thomas high flow vacuum pump	1.00
	Thomas high flow vacuum pump	
SUC-OUT-11	Vacuum outlet QD in action area	1.00
	Vacuum outlet QD Puritan with yellow 5/16" hose 4 ft long	
SUC-REG-11	Vacuum regulator with disposable canister	1.00
	Vacuum regulator with disposable canister	
32-Electrical System (ELE)		
Item Number	Name/Description	Quantity
ELE-ALT-11	Power Inverter, Xantrex Freedom, True Sine, 1000W	1.00
	The inverter/charger provides AC power using the DC power from the conversion battery bank. Recharge all battery banks and power all 120 volts AC outlets when the external shoreline is connected.	
ELE-ALT-13	Super Auto Eject Power Inlet, 15 Amps, Yellow	1.00
	Kusmaull 120 Volts AC, 15 Amps Automatically disconnects shoreline Completely sealed Yellow cover Indicator light	
ELE-ALT-15	Electrical Outlet, 120V AC with Indicator	1.00
	120V AC hospital-grade electrical outlets with indicator. (Included)	
ELE-CON-14	Electrical Outlet, 12V DC 20 amp with Indicator	1.00
	12V DC, 20 amp Duplex electrical outlets. (Included)	
ELE-CON-19	Two (2) OEM batteries	1.00
	Two (2) OEM batteries for Type II vehicles. (Included)	
ELE-GES-14	Demers Multiplex system - Type II (TS)	1.00
	Demers Electronic Management System (DEMS) - Multiplex system - Type II (TS). (Included)	
33-Communication System (COM)		
Item Number	Name/Description	Quantity
COM-RAD-11	Pre-Wiring for 2-Way Radio, Two (2) Antenna Cables	1.00
	Wiring preparation for two-way radio, with two (2) antenna cables. (routed from front cab to radio communication compartment)	
COM-RAD-14	Radio Communications Compartment	1.00
	Radio communications compartment universal board, Bussmann blade-type fuse panels, and harness to power the radio communication devices. (12V battery feed, ground, ignition).	
34-HVAC (CVC)		
Item Number	Name/Description	Quantity
CVC-CMB-11	Ducted combo AC/heating unit tie-in to OEM	1.00
	Ducted combo air conditioning / heating unit tie-in to OEM on curbside	
CVC-VNT-16	Exhaust fan single	1.00
	One (1) exhaust fan for contaminated air. Activated by front control interface or rear console switch. (Included)	
35-Interior Lights (ILG)		
Item Number	Name/Description	Quantity
ILG-PLF-11	LED Dome Lights, Adjustable, Dig. Timer	7.00

The ceiling lights have four (4) different intensities. Each time the ceiling lights button is pushed, the intensity increases, until maximum intensity is reached.

36-Grab Handles (GBR)

Item Number	Name/Description	Quantity
GBR-COL-12	Grab Bars Color, Yellow Color of selected grab bars is Yellow.	1.00
GBR-DRS-16	Two (2) rear door mounted soft grab bar, 7" Two (2) door mounted grab bars, 7", inside of rear doors (A1 and A2). (Included)	1.00
GBR-EMB-11	Embarking Grab Bars, 12" Two (2) entry grab bars, 12" each, mounted inside the patient compartment. One (1) near the curbside entry door, and one (1) near the R2 rear entry door. (Included)	1.00
GBR-PLF-13	One (1) ceiling mounted grab rail, 60" One (1) ceiling mounted grab rail, 60"	1.00

37-Finish and Trim (FNS)

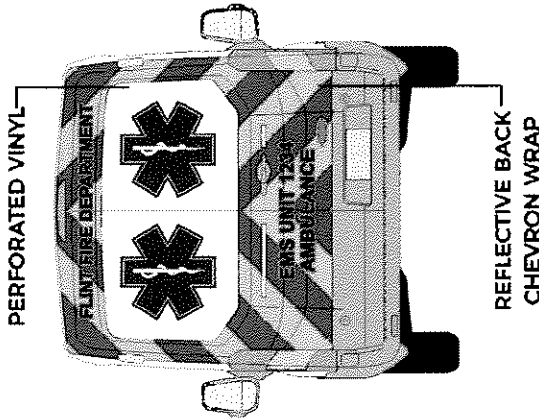
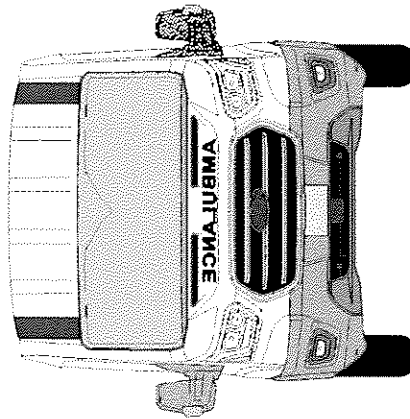
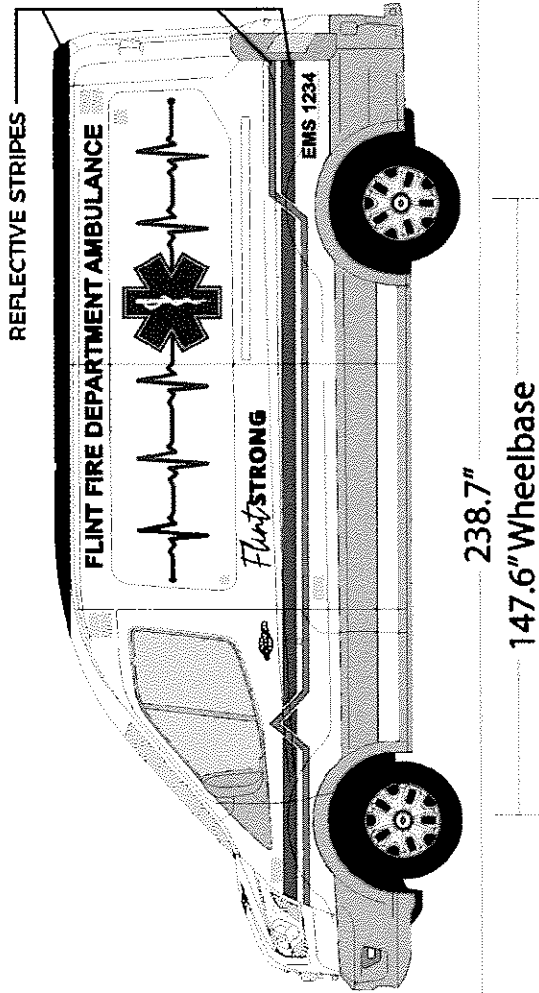
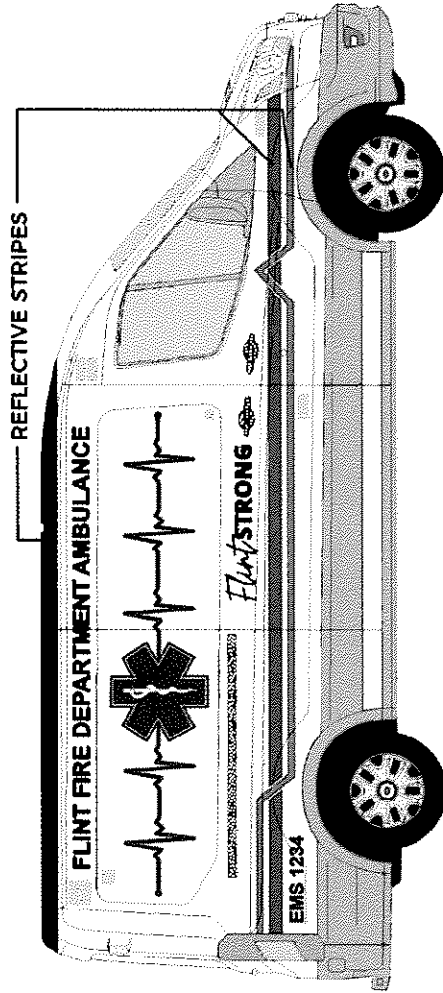
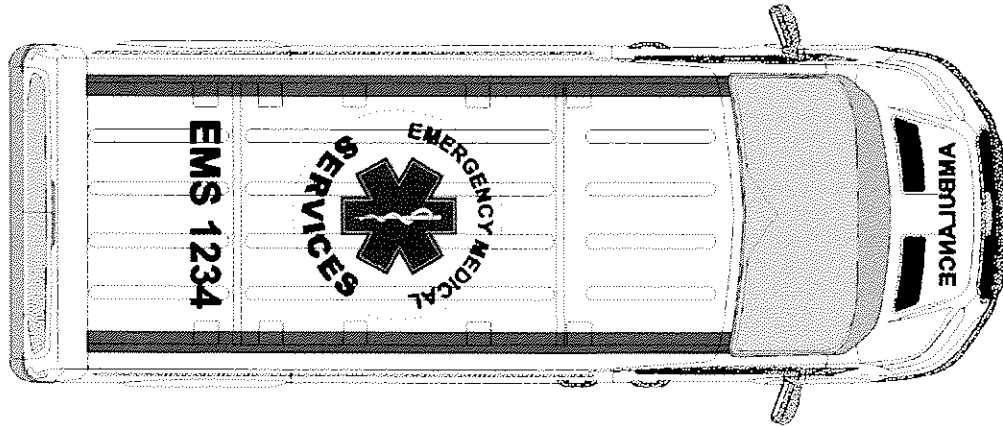
Item Number	Name/Description	Quantity
FNS-DRS-11	Rear doors trims Rear Exterior Door finish TS. (Included)	1.00
FNS-FLR-11	Lonseal, Lonplate II, Gun metal Lonseal, Lonplate II, Gun Metal floor covering.	1.00
FNS-GRD-13	Ambassador Grey Upholstery Ambassador grey vinyl upholstery for seat and padding covering. (Included)	1.00
FNS-GRD-14	Black Upholstery Black vinyl upholstery for seat and padding covering. (Included)	1.00
FNS-GRD-15	Safety Yellow Upholstery Yellow vinyl upholstery for safety exit padding covering. (Included)	1.00
FNS-MAT-16	Insulation ethafoam between chassis and floor Insulation (0,125 ethafoam) between chassis and floor boards. (Included)	1.00
FNS-MAT-17	Plywood wood flooring Exterior grade plywood, 0,625 inches thick.	1.00
FNS-PLF-11	Fiberglass Ceiling Fiberglass ceiling in Patient Compartment. (Included)	1.00
FNS-STK-11	General Vehicle Identification Vehicle general labels identification. (Included)	1.00
SR00152503	Upholstery color Should be GRAY ILOS	1.00

38-Functionality (FCT)

Item Number	Name/Description	Quantity
FCT-DIV-12	Fire extinguisher ABC with heavy duty bracket Fire extinguisher (5 lbs) ABC with heavy duty bracket in patient compartment	1.00
FCT-PLF-12	Two (2) recessed/flexible IV hooks in ceiling Two (2) recessed/flexible IV hooks in ceiling	1.00
FCT-RGT-21	Trash Container, Flip-Down, Hands-Free Trash container bracket in curbside flip-down container.	1.00
FCT-RWR-15	Two (2) recessed radio speakers Two (2) recessed radio speakers. (Included)	1.00

SIGN DETAILS

Vehicle Wrap with Reflective Vinyl and Perforated Vinyl Portions



Assumptions

	Runs per day	Billing Rate
Transports	6	550
Basic Life Support	6	275
Billing Service share		6%
Collection Rate		40%

Financial Impact

Annual Billings

Transports	1,204,500
Basic Life Support	602,250
Gross Billings	1,806,750
less: Unpaid billings	(1,084,050)
Less: Billing Service	(173,448)
Net Revenue	722,700

Operating Budget

Personnel Services	551,124	6-firefighters
Fuel	17,000	
Supplies	25,000	
Maintenance	15,000	
Training	10,000	
Insurance	20,000	
Indirect costs	15,000	
Total Expenditures	653,124	
 Net Profit	 69,576	

Break Even Analysis

