



Sheldon Neeley  
Mayor

## REQUEST FOR PROPOSALS

PROPOSAL NO. 26000538

Publish Date: 4/16/26

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

### BITUMINOUS PAVING PROGRAM

Per the attached additional requirements.

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

Submit to City:

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

Please follow the following bid timeline.

### Questions

All questions shall be written and be directed Lauren Rowley, Purchasing Manager by **Wednesday, April 22, 2026, by 10am EST** to [lrowley@cityofflint.com](mailto:lrowley@cityofflint.com).

### Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Wednesday, April 29, 2026, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copies** are being accepted on the BidNet Direct platform. Please submit them by **Wednesday, April 29, 2026, by 11:00 A.M. (EST)**.
  - An electronic bid submission user guide can be found here: <https://faq.bidnetdirect.com/electronic-bid-submission>.
  - Bidnet Direct's Vendor Support team is available M-F from 8 a.m. – 8 p.m. ET. You can contact them at (800) 835-4603 or [support@bidnet.com](mailto:support@bidnet.com).
  - Emailed copies may be submitted to [PurchasingBids@cityofflint.com](mailto:PurchasingBids@cityofflint.com) in the event of technical error. Please note that in the subject line of the email, type in the proposal name and number. This must be submitted by the due date and time.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by the due date and time.

### Bid Opening

**Bid Opening**

**Wednesday, April 29 · 11:00 – 11:30am**

**Time zone: America/New\_York**

## Google Meet joining info

Video call link: <https://meet.google.com/qpv-rfnn-eeo>

Or dial: (US) +1 317-978-0165 PIN: 366 279 042#

More phone numbers: <https://tel.meet/qpv-rfnn-eeo?pin=1442609893440>

Any additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/purchasing/>.

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

Lauren Rowley  
810-766-7266 ext. 2904  
[lrowley@cityofflint.com](mailto:lrowley@cityofflint.com)

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

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

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

Link to City of Flint open solicitations:

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

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## INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

**3) PROPOSAL SUBMISSION:**

- a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
  - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair

opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.

- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
  - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
  - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the

purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.

- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 21) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 22) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 23) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all

contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

- 24) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 25) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 26) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 27) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:  
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
  - b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

- 28) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 29) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 30) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 31) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 32) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf

of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 33) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 34) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 35) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 36) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 37) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 38) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 39) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 40) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 41) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial

stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.

- 42) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>. City of Flint may preferentially award construction contracts to successful bidder, to the extent provided by law, that pay their subcontractors and construction mechanics not less than prevailing wage rates and fringe benefits.
- 43) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 44) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 45) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.  
Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.  
All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 46) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.  
Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest. The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid;  
and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City. The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

- 48) **ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in

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

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

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

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

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Purchasing Checklist:**

- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- Exhibit G – City of Flint Affidavit



❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**SCOPE OF WORK ATTACHED SEPARATELY.**

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

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

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

Terms: \_\_\_\_\_ Fed. ID #: \_\_\_\_\_

Company (Respondent): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Phone / Fax Number: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(Authorized Representative)

Signed: \_\_\_\_\_

(Authorized Representative)

## **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

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

**Please list Licenses:**

**How long have you been in business?**

**Have you done business with the City of Flint?**

**If yes, please state the project name.**

**EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

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

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

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

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

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

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6. List any contracts not completed on time.

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

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

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

**Reference #1:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

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

**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE

### INSURANCE REQUIREMENTS

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

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

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

Minimum Limits:

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

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

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

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

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

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

***THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES***

❖ EXHIBIT F – NON-BIDDER’S RESPONSE

VENDOR’S NAME: \_\_\_\_\_

**NON-BIDDER’S RESPONSE**

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

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

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

\_\_\_\_\_ Our items and/or materials do not meet specifications.

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

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

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

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

❖ EXHIBIT G – CITY OF FLINT AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

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

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

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_,

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

❖ EXHIBIT G – CITY OF FLINT AFFIDAVIT

FOR CORPORATION

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

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

(Official Title)

(Name of Corporation)

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

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

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

## **2026/2027 BITUMINOUS PAVING PROGRAM**

### **Bituminous Paving 13A at various locations in Flint, Michigan**

Approximate quantities, not guaranteed

Furnish as requested for the period 7/1/26 – 06/30/27

The City of Flint is requesting unit pricing from qualified contractors for the paving of multiple major roadway segments as part of its roadway improvement program. Project locations and details are contained herein. All work shall be performed in accordance with the specifications, requirements, and applicable MDOT standards outlined herein.

### **GENERAL CONDITIONS AND PROJECT REQUIREMENTS**

#### **1. SUBCONTRACTING**

The Contractor shall obtain written approval from the City of Flint prior to the use of any subcontractor for this project. The Contractor shall ensure that any subcontractor has sufficient equipment, insurance, and qualified personnel to properly complete the work within the specified time. The City of Flint reserves the right to review and approve any proposed subcontractor. The Contractor shall remain fully responsible for all work performed by subcontractors and for compliance with all contract requirements.

#### **2. PRE-CONSTRUCTION MEETING**

A pre-construction meeting is required prior to the start of any construction activities. The Contractor shall coordinate with the City of Flint to schedule this meeting following contract award.

At a minimum, the Contractor shall provide the following prior to or at the pre-construction meeting:

- A detailed project schedule identifying anticipated start and completion dates, sequencing of work by roadway segment, and key milestones.
- A Job Mix Formula (JMF) for review and approval in accordance with MDOT Section 501

- Primary contact information for project management personnel and field supervision

No construction activities, including asphalt production or placement, shall begin until the pre-construction meeting has been held and all required submittals have been reviewed and approved by the Project Manager.

### **3. PROJECT MANAGEMENT & COMMUNICATION**

The Contractor shall designate a primary point of contact responsible for day-to-day coordination with the City of Flint. All work shall be coordinated with the Project Manager or their designee. The Contractor shall provide advance notice of all work activities and coordinate scheduling to minimize disruption to residents, businesses, and City operations.

Ongoing communication shall include, at a minimum:

- Notification of work start dates and any schedule changes
- Coordination of traffic control and access
- Updates on project progress and any field issues

The City of Flint reserves the right to direct work sequencing, require schedule adjustments, and coordinate activities to align with other City operations or priorities.

### **4. PROGRESS SCHEDULE AND WEATHER/SEASONAL LIMITATIONS**

The Contractor shall submit a detailed project schedule at or prior to the pre-construction meeting. The schedule shall include anticipated start and completion dates, sequencing of work by roadway segment, and key milestones. The schedule shall be submitted in a clear format (e.g., bar chart or similar) and shall be updated as necessary throughout the project to reflect actual progress and any changes.

**All work shall be completed by June 30, 2027.** The City reserves the right to require adjustments to the schedule to align with project priorities, coordination needs, or operational constraints.

### **5. HOURS OF OPERATION**

The normal permitted hours of operation shall be during daylight hours, Monday through Saturday. No work shall be permitted on Sundays or Holidays without prior written approval from the City of Flint. The Contractor shall provide advance notice

of scheduled work activities and coordinate with the City to minimize disruption to residents, businesses, and City operations.

## **6. PAYMENT**

A project, or portion of work for which payment is requested, shall be considered eligible for payment when all applicable items of work, including project clean-up for that portion, are completed in accordance with the contract provisions and construction specifications.

The Contractor may submit a request for payment, in the form of an itemized invoice, for work completed. The itemized invoice shall include, at a minimum, quantities completed, unit prices, locations of work performed, and a breakdown of all pay items consistent with the bid schedule.

All invoices are subject to review and approval by the Project Manager. Approved invoices are intended to be processed within 30 days of receipt.

## **TECHNICAL PROJECT SPECIFICATIONS**

### **1. TECHNICAL SCOPE OF WORK**

All work shall consist of preparing the existing roadway surface, milling (where specified), applying bond coat, and constructing a bituminous asphalt surface for each roadway segment as identified in the bid schedule.

Unless otherwise noted, the typical pavement section shall consist of:

- Milling: 3 inches
- Leveling Course: 1.5 inches (MDOT 4EL)
- Wearing Course: 1.5 inches (MDOT 4EL)

Roadway segments identified without milling (e.g., Hammerburg) shall receive a 1.5-inch leveling course and 1.5-inch wearing course only.

The Contractor shall mill 3 inches of existing pavement and dispose of all material off-site unless otherwise directed. The Contractor shall clean the milled surface and furnish and apply LTBC-2 bond coat. The Contractor shall then furnish and place MDOT 4EL asphalt, including a 1.5-inch leveling course and 1.5-inch wearing course (unless otherwise noted), compacted to specified thickness.

All work shall be performed in accordance with the MDOT Standard Specifications for Construction and the requirements outlined herein.

## **2. MILLING**

Milling depths and locations shall be determined by the Project Manager in the field. The Contractor shall mill 3 inches of existing pavement and dispose of all material off-site unless otherwise directed.

## **3. SURFACE PREPARATION AND FINALIZATION**

The Contractor shall be responsible for all surface preparation and finalization necessary to complete the paving work in accordance with the contract requirements and to achieve a finished product meeting MDOT standards.

Surface preparation shall include, but not be limited to:

- Sweeping and cleaning of the milled or existing surface
- Removal of debris, loose material, and unsuitable pavement
- Water cuts and edge preparation
- Removal and replacement of unsuitable or failed patching
- Proof rolling and compaction of the base as required
- Curb and structure replacement where necessary and below grade
- Milling (where specified)

The Contractor shall adjust all surface structures to final grade, including but not limited to:

- Manholes
- Valve boxes
- Catch basins
- Utility structures

Structure adjustments shall be completed using approved materials and methods in accordance with MDOT standards. Adjustment rings shall consist of a minimum of 3 rows and a maximum of 6 rows above the pre-cast structure. Materials shall meet the following requirements:

- Manhole block – concrete radial block shall meet the requirements of ASTM C139.
- Manhole adjusting brick – concrete units shall meet the requirements of ASTM C55

- Manhole adjusting rings – shall be standard pre-cast reinforced concrete rings with a minimum of 2 inches height and maximum of 6 inches height.

Final surface work shall include:

- Tamping and compaction to achieve required density
- Feathering at driveways, intersections, and transitions
- Final sweeping and site cleanup

All preparation, adjustment, and finalization work shall be considered incidental to the paving operation and included in the bid price. No additional compensation will be made for this work.

#### **4. MATERIALS AND MIX DESIGN**

All materials shall conform to the current edition of the MDOT Standard Specifications for Construction, including Section 501.

##### **4.1. INSPECTION AND TESTING**

The Contractor shall be responsible for all quality control (QC) testing of materials used under this contract in accordance with the MDOT Standard Specifications, including but not limited to Section 501. All testing shall be performed by qualified personnel at the Contractor's expense. The Contractor shall furnish all material test reports, mix design documentation, and supporting-quality control data to the City of Flint for review and approval upon request during on-going construction.

The Contractor shall submit a Job Mix Formula (JMF) for approval following contract award and prior to the pre-construction meeting or as otherwise directed by the City of Flint's Project Manager. The JMF shall conform to MDOT Section 501 requirements. No asphalt production or placement shall occur until the JMF has been reviewed and approved by the City of Flint's Project Manager.

The City of Flint reserves the right to perform independent quality assurance (QA) testing, either through City personnel or a third-party testing firm, to verify compliance with contract specifications.

Materials or work not meeting specification requirements may be rejected and shall be corrected at the Contractor's expense.

## **5. PLACEMENT AND COMPACTION**

The Contractor shall furnish and place MDOT 4EL asphalt, including:

- 1.5-inch leveling course
- 1.5-inch wearing course

### **5.1. Driveways and Intersections**

- All existing hard-surfaced driveways shall be feathered at a minimum rate of one foot per one inch of asphalt thickness, or as directed by the Project Manager in the field.
- All intersections shall be paved with a minimum 10-foot paver width and feathered to match existing grades, as directed by the Project Manager.
- The Contractor shall ensure smooth transitions at all driveways, intersections, and tie-in points to existing pavement.
- All driveway tabs and intersection approaches shall be considered incidental to the paving operation and included in the bid price. No additional compensation will be made for this work.

## **6. BOND COAT**

Bond coat (LTBC-2) shall be applied at a rate of 0.10 gallons per square yard or as directed by the Project Manager. Bond coat shall be included in the unit price of asphalt paving.

## **7. BASIS OF PAYMENT**

Bituminous Mixture 13A and all associated paving work shall be paid at the contract unit price (or lump sum, depending on bid structure), which shall include full compensation for:

- Milling (where applicable)
- Surface preparation
- Furnishing and heating materials
- Mixing, hauling, placing, and compacting
- Bond coat
- Traffic control

*No additional payment will be made for incidental items.*

Materials or work not meeting specification requirements may be rejected and shall be corrected at the Contractor's expense.

## 8. TRAFFIC CONTROL AND PAVEMENT MARKINGS

The Contractor shall maintain reasonable access to all properties within the project limits and conduct operations to minimize disruption to residents and businesses. Traffic control shall be provided in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). The Contractor shall furnish, install, and maintain all required traffic control devices for the duration of the project. Flag persons shall be provided as required unless otherwise approved by the Project Engineer.

Temporary pavement marking tape shall be placed in accordance with Section 812.02 of the MDOT Standard Specifications. All materials shall meet the requirements of Section 18.02 of the MDOT Specifications.

All costs associated with traffic control, flagging, signage, and temporary pavement markings shall be considered incidental to the project and included in the bid price.

## 9. ADDITIONAL PROJECTS AFTER BIDDING

The City of Flint reserves the right to add or remove roadway segments from the project. may be quoted by the companies that bid on this paving program. All additional work shall be subject to approval by the City of Flint and performed in accordance with the above requirements.

## **BID / PROJECT DETAILS**

Bidders shall provide a lump sum price for each roadway segment listed below. All costs associated with milling, surface preparation, materials, labor, equipment, traffic control, and incidental work shall be included in the bid price.

<b>Project Locations and Bid Schedule</b>					
<b>Road Segment</b>	<b>From</b>	<b>To</b>	<b>Miles</b>	<b>Scope of Work</b>	<b>Bid Price (\$)</b>
Van Styke	Atherton Rd.	City Limits	0.504	Mill 3", 1½" leveling course, 1½" pave	\$
M. L. King	Crosby St.	Pasadena	4.464	Mill 3", 1½" leveling course, 1½" pave	\$
W. Court St.	City/Twp Line	Sunday St.	0.146	Mill 3", 1½" leveling course, 1½" pave	\$

Lippincott Blvd.	Clifford St	McAvoy	.607	Mill 3", 1½" leveling course, 1½" pave	\$
Lippincott Blvd.	Dort Hwy	City Limits (Center Rd)	.098	Mill ", 1" leveling course, 2" pave	\$
E. Wood St.	Detroit St.	Saginaw St.	0.866	Mill 3", 1½" leveling course, 1½" pave	\$
Glenwood Ave	Kearsley	Chevrolet	0.818	Mill 3", 1½" leveling course, 1½" pave	\$
Hammerburg	Miller	12th	0.85	1½" leveling course, 1½" pave	\$
				<b>Grand Total</b>	\$

**Preliminary Project Schedule** (Optional but Recommended):

*Bidders are encouraged to provide a preliminary schedule below outlining anticipated sequencing of roadway segments, estimated start dates, duration of work, and end dates.*

Vendor Name \_\_\_\_\_

Address \_\_\_\_\_

Contact name (Vendor's Project Manager) \_\_\_\_\_

Contact phone number \_\_\_\_\_

Contact email address \_\_\_\_\_

**EVALUATION CRITERIA NOTICE**

The City of Flint reserves the right to evaluate bids based on completeness, responsiveness, contractor qualifications, and ability to meet project timelines.

Submission of a preliminary project schedule may be considered as part of the evaluation.