

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

CITY OF FLINT PROPOSAL NO. 21000601

VEHICLE TOWING AND/OR STORAGE DISPOSAL

Date Posted: 02/09/21

CITY OF FLINT PROPOSAL NO. 21000601

VEHICLE TOWING AND/OR STORAGE DISPOSAL

Based on the COVID-19 public health threat, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. If dropping off a bid, please wear a mask.

Thank you.

CITY OF FLINT
FINANCE DEPARTMENT
DIVISION OF PURCHASES AND SUPPLIES

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

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

PROPOSAL NO: 21000601

SCOPE OF WORK:

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

VEHICLE TOWING AND STORAGE DISPOSAL

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) Original Hard Copy Unbound with original signatures and one (1) Electronic copy of your bid.

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

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Tuesday, February 23, 2021 by 3:00 PM (EST), City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502.** Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to **PurchasingBids@cityofflint.com** by **Tuesday, February 23, 2021 by 1:00 PM.** Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

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

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

Joyce A. McClane
810-766-7340
jmcclane@cityofflint.com

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

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

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

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

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.
<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

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

Link to City of Flint open solicitations:
[MITN Purchasing Group](#) (branded page link)

Any questions regarding the proposal process may be directed to Purchasing in writing by no later than 02/16/21 by 2:00 PM to email address: jmcclane@cityofflint.com.

Sincerely,



Joyce A. McClane, CPPB Purchasing Manager

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INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.

- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.

 - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.

 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.

 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.

 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.

 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.

 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.

- h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
 - 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
 - 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
 - 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
 - 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
 - 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
 - 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating “No Bid” and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder’s name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor’s/Vendor’s agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor’s/Vendor’s obligation to submit to arbitration shall be subject to the following provisions:
 - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said

bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

32) **FORCE 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.

INDEMNIFICATION: To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

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>

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 an 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.

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

Purchasing Checklist:

- Cover Sheet
- Exhibit A – Qualification of Proposer
- Exhibit B – Certification Regarding Debarment, Suspension and Other Responsibility matters
- Exhibit C – Bid Form Submittal
- Exhibit D – List of References
- Exhibit E - Certificate of Insurance
- Exhibit F - Non-Bidder's Response
- City of Flint, Michigan Affidavit

**MINIMUM SPECIFICATIONS FOR SERVICES FOR VEHICLE TOWING AND/OR STORAGE
DISPOSAL**

The City of Flint is requesting submission of proposals to provide towing and/or storage and disposal services for abandoned vehicles taken into custody under MSA 9.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for City vehicles disabled or reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damaged in an accident to an extent that they must be towed from the scene and owner or operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The purpose of this proposal is to encourage competition among businesses to provide the City of Flint with the highest level of service available by a proposer who may collect reasonable towing and storage fees for vehicles administered under Section 28-1.1 of the Flint City Code by the Flint Police Department. The RFP will be used to select a primary and secondary backup towing service. In the event that the primary contract holder is unable to respond within 20 minutes of a tow request by the City of Flint Police Department, they will contact the secondary backup contractor for towing service. All proposals should be detailed to explain the advantages of their services and all associated costs.

FACILITIES

1. The Proposer "Custodian" shall have an office and storage area in compliance with local zoning ordinances. The storage area shall be surfaced and shall be so graded and drained as to dispose of all surface water and to provide a durable and without dust surface irrespective of season, capable of storing at least 250 vehicles.
2. The Proposer shall erect fencing around the storage yard and building that is at least eight (8) feet in height, and shall provide and maintain adequate illumination of the premises.
3. The Proposer shall provide and maintain a telephone line dedicated solely to the service of this agreement and personnel to answer the line at all times for the purpose of responding to calls for service from the Police Department.
4. The Proposer shall furnish inside storage capable of holding twenty (20) vehicles. This may also be used by the police to store other evidence.

EQUIPMENT

1. All wreckers shall be licensed and comply with all applicable licensing, safety, and insurance requirements of Sections 12-103, 12-106, and 12-107, respectively, of the City of Flint Code.
2. The Proposer shall furnish a sufficient number of suitably equipped wreckers of sufficient capacity so that the proposer is able to meet the twenty minute response criteria as stated under "Performance" number 2.
3. In addition to any equipment required by Section 12-106 of the Flint City Code, any non-flatbed wrecker responding to a call under this contract must be equipped with dollies and a shovel and broom for accident scene cleanup.
4. The Proposer shall furnish suitable equipment for handling vehicles in the storage area. The Proposer shall not use forklift trucks to move vehicles impounded and stored incident to this contract.

PERFORMANCE

1. The Proposer shall have an employee on duty at all times to permit police officials to inspect and/or process impounded vehicles at any lot.
2. The response time of the Proposer to any call shall not exceed 20 minutes.
3. The Proposer shall provide properly trained and licensed wrecker drivers. Wrecker drivers shall clean the street as provided in Section 12-112 of the Flint City Code, whenever removing a vehicle from an accident scene, and shall clear the street of debris related to the tow when necessary at other towing scenes at no cost to the City.
4. Upon request of the Police Department, the Proposer will immediately dispatch suitable equipment to all designated vehicles to wherever the driver or owner designates, or, if the owner or driver is not able to designate or fails to designate a destination; or, if the Police Department has decided to impound the vehicle, then to the Proposer's appropriate vehicle storage area, or other area designated by the Chief of Police/or Designee.
5. Vehicles to be towed shall be identified to the Proposer by a member of the Flint Police Department, and except for vehicles of the Police Department and vehicles held as evidence of a crime, an inventory of the vehicle and its contents shall be taken by the police officer and a representative of the Proposer, to include a listing of any damage. This shall be accomplished by visual inspection and recorded on a standard impound form furnished by the Flint Police Department, and signed by the police officer and the wrecker driver immediately.
6. Upon arrival at the storage area, the Proposer shall prepare a standard impound card, completing all information requested on the card, and thereafter updating the information as necessary. The completed card must be available for the Police Department's review for all vehicles impounded in the prior twenty-four hour period no later than 8:00 am, Monday through Saturday, and maintained in an orderly, business-like filing system.
7. The Proposer shall provide a minimum of two yard personnel at all storage sites during regular business hours (must be open Mon-Sat, 9 am - 6 pm, except Holidays) for the purpose of escorting customers to and from their vehicles to maintain the security of the yard.

8. Impounded vehicles to be preserved as evidence of a crime will not be entered or driven by any employee or agent of the Proposer until the vehicle has been processed by the Police Department or Crime Lab. In the event it becomes necessary to move evidence vehicles, this will only be accomplished with a tow truck or tow motor furnished by the Proposer, unless specifically directed otherwise by the officer in charge of the criminal investigation at no cost to the City.
9. The Proposer shall protect any impounded vehicle from theft, vandalism or damage of any type as specified in Section 12-110 of the Flint City Code, and is solely responsible for any damage, theft or vandalism occurring subsequent to taking custody of the vehicle.
10. No impounded vehicles or seized vehicle shall be released from the storage area without the proper release form or release authorization provided by the Flint Police Department for such purposes. When a vehicle is towed to the Proposer's vehicle storage area, and is not being held as evidence of a crime, nor is it impounded by the Police Department, nor is it a Police vehicle, nor a vehicle used in connection with Police business, the Proposer must release the vehicle to the owner upon payment of the charges as provided in the proposal.
11. Every Wednesday morning before 10:0 A.M., the Proposer will furnish the Police Department, on a form provided by the Flint Police Department, with a list of vehicles which are currently on their lot towed pursuant to this agreement. The Police Department will then furnish the Proposer with a TR52 form for vehicles not held as evidence or forfeiture vehicles, with the notation that the vehicles are to be sold at Public Auction. With the authorization from the Police Department, the Proposer is then solely responsible for the disposal of unclaimed vehicles according to current law governing said vehicles with no compensation by the City, unless otherwise notified by the City.
12. The Proposer shall provide towing for City of Flint Police vehicles and those vehicles used in connection with City business, free of charge, except for those that are disabled solely because (a) they are out of gas, or (b) they have a flat tire. This free towing shall be limited to vehicles towed from and to any location within 20 miles of the Flint City limits.
13. All evidence vehicles and drug forfeiture vehicles shall be towed and stored free of charge. Storage fees for these vehicles, if released to the owner, will not begin to accrue until the hold on the vehicle has been released by the Chief of Police/or Designee.
14. When a fee waiver is submitted with authorization of the Chief of Police/~~or~~ Designee, no fee shall be charged other than said amount on the waiver, for the release of the vehicle to the owner or the City of Flint as of said date. For any day proceeding the date of the waiver that the owner does not pick up their property, will incur accrued fees according to the daily fee.
15. Proposer agrees it will not scrap, sell, damage or alter any vehicle impounded by the City of Flint until approved by the Chief of Police or Designee.

In the event that a Court of competent jurisdiction or City Attorney orders an impounded vehicle to be returned to the owner without cost, the vehicle will be released at no cost to the owner or the City of Flint.

The Proposer further agrees that it will compensate the owner of any impounded vehicle that Proposer scraps, sells, damages, or alters prior to receiving authorization from the aforementioned.

16. The Proposer shall be responsible to assure that all of the employees and agents performing work under this agreement comply with all of the provisions of this agreement including those governing charges for service provided under this agreement.
17. The Proposer must furnish the City with copies of Business Licenses and Insurance Certificates which are to be attached to the proposal at the time it is submitted. The Proposer agrees to update the City, in writing and with copies of certificates of insurance, if there is any change in insurance coverage or supplier during the term of this agreement.
18. In the event that the City requires towing of a vehicle with a rated load capacity in excess of one ton, or a trailer with a length in excess of 16 feet, and the proposer does not have the capability to tow the vehicle or trailer, the City shall have the vehicle towed by a company capable of handling the tow at the sole discretion of the City.

MICHIGAN VEHICLE CODE (EXCERPT)
Act 300 of 1949

257.25g Manner of conducting public sale; application of money received; priority; absence of bidders; acquisition of distressed vehicle; application for salvage certificate of title; canceling entry in law enforcement information network; obtaining original bill of sale.

Sec.252g. (1) Subject to section 252a(16), a public sale for a vehicle and its contents that has been determined to be abandoned under section 252a or removed under section 252d shall be conducted in the following manner:

- (a) It shall be under the control of the police agency. However, a police agency may designate the custodian of the vehicle or a third party to conduct the auction.
- (b) It shall be open to the public and consist of open auction bidding or bidding by sealed bids.

If sealed bids are received, the person submitting the bid shall receive a receipt for the bid from the police agency or the agency's designee or, if the vehicle is being sold under section 252a (16), the custodian of the vehicle.

- (c) Except as otherwise provided in sections 252a (16) and (17) and 252b (7), it shall be held not less than 5 days after public notice of the sale has been published.
 - (d) The public notice shall be published at least once in a newspaper having a general circulation within the county in which the vehicle was abandoned. The public notice shall give a description of the vehicle for sale and shall state the time, date, and location of the sale.
- (2) The money received from the public sale of the vehicle shall be applied in the following order of priority:

- (a)** Accrued towing and storage charges. ***However, if the money received from the public sale does not satisfy the accrued towing and storage charges, the towing company may collect the balance of those unpaid fees from the last titled owner, subject to section 252i.***
 - (b) Expenses incurred by the police agency or the custodian of the vehicle.
 - (c) Payment of the \$40.00 abandoned vehicle fee described in section 252f (3) (a).
 - (d) Any extra money shall be sent to the department of treasury's unclaimed property division to be disbursed as follows:
 - (i) To the secured party, if any, in the amount of the debt outstanding on the vehicle.
 - (ii) Remainder to the owner. A reasonable attempt shall be made to mail the remainder to the last titled owner. If delivery of the remainder cannot be accomplished, the remainder shall become the property of the unit of government governing the location from which the vehicle was towed.
- (3) If there are no bidders on the vehicle, the police agency or the custodian of the vehicle may do one (1) of the following:
- (a) Turn the vehicle over to the towing firm or the custodian of the vehicle to satisfy charges against the vehicle. However, if the value of the vehicle does not satisfy the towing fees and accrued daily storage fees, the custodian of the vehicle may collect the balance of those unpaid fees from the last titled owner, subject to section 252i.
 - (b) Obtain title to the vehicle for the police agency or the unit of government the police agency represents, by doing the following:
 - (i) Paying the towing and storage charges.
 - (ii) Applying for title to the vehicle.
 - (c) Hold another public sale under subsection (1).
- (4) A person who acquires ownership of a vehicle under subsection (1) or (3) that has been designated as a distressed vehicle shall apply for a salvage certificate of title within 15 days after obtaining the vehicle.
- (5) Upon disposition of the vehicle, the police agency or towing agency or custodian shall provide the secretary of state and the police agency, if that police agency did not conduct the sale, with the vehicle's disposition and the name of the agency that disposed of it and the police agency shall cancel the entry in the law enforcement information network.
- (6) Not less than 25 days after the date of notice required under section 252a, if the police agency does not provide a copy of the bill of sale by the police agency for the abandoned vehicle to the towing agency or custodian or police agency's designee, the towing agency or custodian or police agency designee may obtain an original of the bill of sale by submitting an application to the secretary of state in a form as determined by the secretary of state.

AUCTION

An auction shall be held pursuant to MCLA 257.252(a) (9) and 257.252(d)(6), and 257.252 (g) in order to dispose of any vehicles which have not been released, redeemed, or declared "abandoned scrap vehicle" and were towed pursuant to this contract. **Any proceeds of sale after the impound facility towing and storage fees (maximum collectable storage fee may not exceed 30-days for abandoned vehicle designation) along with auctioneer service fees shall be invoiced and supplied with the list by VIN and impound number of all vehicles auctioned.**

All billings and lists shall be forwarded to the office of the Chief of Police prior to any withholding and accounting of the referenced fees. Such documentation shall be provided no later than 72 hours after the completion of auction. Pursuant to MCLA 257.252(g), the City of Flint will only return that amount in total that was bid on any auction vehicle in satisfaction of the towing, 30-day storage and vehicle title (if available) or the Michigan Department of State Request for TR-52L Abandoned Vehicle/Vessel Bill of Sale in satisfaction of an abandoned vehicle will be provided by The City of Flint to the Proposer or impound facility. As allowed under statute, any fees or amounts over and above the bid total uncollected from the City of Flint may be pursued for collection by the impounding facility from the last titled vehicle owner (Section 257.252g (2) (a) subject to section 252i).

The Proposer shall provide the following services in connection with the auction process:

- Provide a reasonable attempt to ensure the vehicles scheduled for auction will start, such as charging the battery and providing fuel.
- Provide assistance in crowd control, security of the keys for the vehicles, and conduct a review of the scheduled auction vehicles with the auction participants prior to the auction. A minimum of one hour should be allowed for this process to take place.
- Provide personnel to start vehicles when it is scheduled for auction and control the keys to insure successful bidder receives them.

EXHIBIT A

QUALIFICATIONS OF PROPOSER

In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

- Describe experience your company has in providing similar services (include number of years)
- Identify all subcontractors (if applicable) and provide same information as proposed vendor.
- Describe how your company meets or exceeds the minimum qualification of the services requested.
- Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
- Services provided/worked performed by the proposer for clients identified as references must be described as superior or better by the proposer's references.
- The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the work.
- The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by City of Flint, or debarred by another government entity.

EXHIBIT B

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions.
- 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for
 - i. Fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction,
 - ii. Violation of federal or state antitrust laws, or
 - iii. Embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 3) Have not within the preceding three years had a public transaction terminated for cause or default; and
- 4) Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

EXHIBIT C

**Tow Rates/Fee Schedule
BID FORM**

It is the intent of the City to seek and evaluate proposal submissions for providing towing services on a continuous basis 24 hrs./day 7 days/week over a one-year period with the option to renew an additional two-years upon mutual acceptance of contract parties. Those submitting proposals are requested to submit pricing for the continuation of said services for the one-year period and propose additional year's pricing on a separate sheet with business letterhead and signed by a duly authorized agent or employee of the Proposer. Vehicles will be taken into custody under MSA 9.1.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for vehicles disabled for reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damaged in an accident to an extent that they must be towed from the scene and the owner/operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The City is requesting vendors to provide a price to tow vehicles, daily rate to store vehicles, and auction service fees to the City to carry out these tasks. Vendor is to list any additional fees either on this document or on a separate piece of paper that will be assessed for this service.

The undersigned hereby certifies that he/she has read the specifications for Vehicle Towing Services - City of Flint and submits the following prices:

RATE PER SERVICE

DESCRIPTION	2021	2022
Rate to tow a car or light truck	\$ /TOW	\$ /TOW
Rate to tow a heavy duty vehicle (GVWR 7,000 lb. or greater	\$ /TOW	\$ /TOW
Rate to tow a motorcycle	\$ /TOW	\$ /TOW

Rate for Accident Cleanup	\$ /HOURLY	\$ /HOURLY
Additional Information		

EXHIBIT C

**Tow Rates/Fee Schedule
BID FORM**

Daily Storage Fee (not to exceed 30-days for the City of Flint abandonment designation)	\$ /DAILY	\$ /DAILY
Additional Information		

Rate for auctioneer services (this fee will be either a flat rate per vehicle or a percentage (%) of gross revenue from sales divisible by the number of vehicles auctioned)	\$ /FLAT RATE PER VEHICLE OR % (PERCENTAGE	\$ /FLAT RATE PER VEHICLE OR % (PERCENTAGE
Additional Information		

Use of two trucks for one tow	\$ /EACH	\$ /EACH
Additional Information		

Miscellaneous tows would be towing that is requested by the City for purposes of moving vehicles during street paving season or emergency snow removal.	\$ /EACH	\$ /EACH
Additional Information		

EXHIBIT C

**Tow Rates/Fee Schedule
BID FORM**

Stated Mandated Fees		
1. Abandoned Vehicle Fee collected from last registered owner.	\$ /EACH	\$ /EACH
2. Secretary of State Processing Fee <i>**Should any vehicle be released for salvage/Auction to the impound facility agent, these fees will not be assessed as part of the total fee values to the City of Flint.</i>	\$ /EACH	\$ /EACH
Additional Information		

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

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, is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

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

Payment Terms: _____ Fed. ID #: _____

(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

Company Name (Respondent): _____

(Printed)

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____ DATE: _____

(Authorized Representative)

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

VEHICLE TOWING AND STORAGE DISPOSAL 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

VEHICLE TOWING AND STORAGE DISPOSAL 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 coverages.

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

VENDORS NAME:

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.

CITY OF FLINT, MICHIGAN 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____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

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

is _____ of _____

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

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