

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

PROPOSAL #22000512

MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Date Posted: 07/16/21

PROPOSAL NO. 22000512**MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS**

Based on the COVID-19 public health threat, and the COVID-19 local state of emergency, the City is taking steps to mitigate the spread of COVID-19, keeping the public and staff safe. Therefore, if dropping off a bid, you will be asked to maintain 6 feet of separation from other individuals indoors, wear a face covering and complete a temperature check for entry into City Hall based on MIOSHA Emergency Rules COVID-19 that are in effect until October 14, 2021. The rules are subject to change.

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 # 22000512

SCOPE OF WORK:

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

MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

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 four (4) copies of your bid for a total of five (5) bids.

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, August 10, 2021, by 1:00 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, August 10, 2021, by 12:00 PM (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

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

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

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

Lauren Rowley
810-766-7340

lrowley@cityofflint.com

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

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

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

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

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

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

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

Link to City of Flint open solicitations:

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

Any written questions regarding this project shall be directed to Lauren Rowley at rowley@cityofflint.com using the subject title of "RFP #22-512 – MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS." Questions must be submitted by **Wednesday, July 28, 2021 before 10:00 AM (EST)**. Please see attached form for Question submittal form.

Bid Opening Due Date – Tuesday, August 10, 2021 at 1:00 PM

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

Join with Google Meet

meet.google.com/oom-zznz-oxe

Meeting ID

meet.google.com/oom-zznz-oxe

Phone Numbers

(US) +1 617-675-4444

PIN: 978 691 119 9535#

In person. The public is invited to view the bid opening in person by attending at 1101 S. Saginaw St., McKenzie Conference Room, 2nd Floor, Flint, MI 48502. Unvaccinated individuals are required to wear a face covering (unless unable to medically tolerate) and maintain social distancing. All individuals are required to complete a symptoms check.

If you have any problems signing in, please call Au Lisa McGovern at (810) 766-7340 or email at amcgovern@cityofflint.com

Thank you,


Lauren Rowley
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 MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

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

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

notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date. Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail. All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services. Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

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

Time of delivery may be a consideration in the award.

PROPOSAL NO. 22000512
MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

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

Purchasing Checklist:

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

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

PROPOSAL NO. 22000512
MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

SECTION I

1.1 INTRODUCTION

The City of Flint, County of Genesee, State of Michigan (the “City”) is seeking qualified firms to provide professional services to the City to support the management of American Rescue Plan Act (ARPA) Funds. This includes specialized financial advisory and grant management services to maximize the city’s use of the ARPA funds to support the City’s COVID-19 disaster response to economic recovery. These services include supporting the City with project management, implementation, oversight, and ensuring accountability, transparency, and compliance with all federal requirements. The City reserves the right to accept any proposal, to reject any and all proposals and to make the award in the best interest of the city.

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from various firms (each a “Proposer”), conduct a fair and extensive evaluation based on criteria listed herein, and select the proposing firm which can best fulfill the needs of the City. The City intends to award a three (3) year contract with two (2), one-year renewal periods.

1.2 BIDDING PROCESS

1.2.1 The following is a schedule of events concerning the proposal process:

Distribution/Posting of RFP:	Friday, July 16, 2021
Proposals Due By:	Tuesday, August 10, 2021 at 1:00pm ET
Award:	Week of August 23, 2021

1.2.2 **One (1) complete original (unbound) and four (4) copies (bound) for a total of five (5) proposals are due no later than** Tuesday, August 10, 2021 at 1:00pm ET **(the “Due Date”)** at:

City of Flint

Attention: Purchasing Department

1101 S. Saginaw Street

Flint, Michigan 48502

1.2.3 The proposal shall be placed in a sealed envelope and clearly marked: ****City of Flint Management of American Rescue Plan Act (ARPA) Funds ****

- 1.2.4 The Proposer shall be responsible for the timely delivery of any response. Any proposals received after the Due Date will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc., and the date/time stamp in the Purchasing Department shall be the official date and time of receipt.
- 1.2.5 No faxed documents will be accepted.
- 1.2.6 There will be no distribution of proposals made until the City and the successful Proposer have executed a contract and such distribution must be requested in writing. No proposal shall be handled to disclosure the identity of a Proposer or the content of any proposal to competing offerors until the deadline for submission of bids or proposals has expired.
- 1.2.7 The representative signing the cover letter of the proposal must be authorized to commit its firm to the requirements of this RFP and bind the Proposer to its provisions for at least a period of 90 days.

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1.3 RESERVATION OF RIGHTS

The City reserves the right to reject any and all proposals, to award the contract to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the City's best interest. The City may, at its discretion, cancel any proposal or request for proposal or other solicitation and/or reject all proposals in whole or in part.

1.4 CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to the RFP will be on file with the Purchasing Department and sent to each vendor the original RFP was sent to. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

1.5 TAXES, TERMS AND CONDITIONS

The City is exempt from Federal Excise and State Sales Tax. The City's Federal ID number is 38-6004611. Payment Terms are invoices received by the City's Finance Department by the 15th of the month will be paid on or before the 15th of the following month.

1.6 MINIMUM QUALIFICATIONS

A Proposer shall demonstrate the resources and capability to serve as the qualified firm to manage the American Rescue Plan Act (ARPA) Funds for the City as described herein. The City's criteria shall be met to be eligible for this contract. Failure to meet the minimum qualifications is ample cause for the Proposer to be deemed non-responsive.

1.7 AWARD

The City will evaluate properly submitted, responsive proposals and award a contract(s). The evaluation and award of this proposal shall be rated on the following criteria (not in any relevant order):

- Firm qualifications and expertise
- Financial Grant Management & Implementation experience
- Proposed fees
- Conformance to proposal format
- Other matters deemed pertinent by the City

The successful Proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City. The successful Proposer will perform all services indicated in the proposal packet and in compliance with the negotiated contract.

1.8 COST OF DEVELOPING PROPOSALS

A Proposer shall be responsible for all costs incurred in the development and submission of their response. The City assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Proposer, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Proposer have executed a written contract for performance of the work.

1.9 PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer.

1.10 CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law.

1.11 CORRECTION OR WITHDRAWAL OF PROPOSAL; CANCELLATION OF AWARDS

Correction or withdrawal of inadvertently erroneous proposals before or after the Due Date, or cancellation of awards or contracts based on such proposal mistakes, may be permitted at the sole discretion of the City.

Mistakes discovered before the Due Date may be modified or withdrawn by written notice received in the Purchasing Department, prior to the Due Date. After the Due Date, corrections in proposals shall be permitted only to the extent that the Proposer can show by clear and convincing evidence, as determined by the City, that a mistake of a non-judgmental character was made.

1.12 EQUAL EMPLOYMENT OPPORTUNITY

The City is committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, citizenship, height, weight, marital status, or handicap. These factors will not be improperly considered by the City in recruitment, examination, appointment, training, promotion, retention, salary determination, discipline, or any other conditions of employment.

Proposers and their subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, marital status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

1.13 TERMS AND CONDITIONS

- 1.13.1 GENERAL BIDDER REQUIREMENTS - To be considered responsive, a Proposer must be, at the time of proposal opening, an established firm with a proven track record of successful municipal advising and have licensed personnel necessary to meet the needs of the City.
- 1.13.2 LAWS - This contract shall be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.
- 1.13.3 PRICES/CHARGES - The rates and discounts, if any, shown in the submitted proposal shall be consistently applied and remain firm throughout the first twelve months of the contract.

Proposer shall submit any price increases at least 30 days prior to the 12th month of the contract for the next contract year.

1.13.4 USE OF CONTRACT - This contract is for the City's use and no guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a Proposer's proposal.

1.13.5 CONFLICT OF INTEREST - The City seeks to avoid any conflicts of interest that harm the City or the citizens of the City. The firm selected as the Municipal Advisor will not be allowed to underwrite any bonds that might be sold by the City or its Authorities during the contract period.

1.13.6 TERMINATION – Any contract or agreement entered shall be considered exclusive and may be cancelled in whole or in part by either party for any reason upon giving the other party not less than thirty (30) days prior written notice. Such notice shall be sent to the last known address of the party to be notified.

The City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided above, terminate this Agreement for cause in the event Proposer fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after ten (10) days written notice from the City of such default or breach.

1.13.7 ADDITIONS TO CONTRACT - Other items and/or services may be added as needed to this contract. Any changes or additions may not be added without written approval from the City and agreed to by the Proposer.

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1.14 CONTACT PERSONNEL

This Request for Proposals (RFP) is issued by the City of Flint, Michigan. The point of contact regarding proposal procedures and any requests for clarification and/or additional information shall be directed to is:

Shelbi Frayer
Chief Financial Officer
1101 S. Saginaw Street
Flint, Michigan 48502
Telephone: (810) 766-2301
E-Mail: sfrayer@cityofflint.com

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SECTION II

2.1 OBJECTIVE/BACKGROUND INFORMATION

The ARPA Funds management team will be responsible for the financial projecting, tracking, reporting, and reimbursement activities related to the City's \$94.7M allocation of ARPA funds, including compliance with federal grant administration/reporting requirements. The funding will be used on a variety of projects and could potentially include grants to small businesses, community organizations, stakeholders, water or water infrastructure projects, community development, assistance to homeowners, housing, crime prevention, or other areas to be determined.

The proposer should be very familiar with Federal grant regulations and requirements, including procurement. They will be responsible for the financial aspects of the program, including advising on program structure to maximize reimbursement and limit audit risk. They will be responsible for preparing and submitting financial and programmatic reporting, in conjunction with program staff. All reporting and record keeping should be done in a manner that supports the possibility of future audits.

2.2 GENERAL REQUIREMENTS

Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative who has the right to bind the Proposer. Each response must contain the following information:

- 2.2.1** COVER LETTER - Include the original signed cover letter with the original proposal and a copy of the letter with each copy of the proposal. The cover letter should contain a) a brief statement of the Proposer's understanding of the proposal, b) information of the primary contact person including their name, title, phone number, e-mail address, and street address of the firm representative, and c) highlight the firm's ability to provide Federal grant management and implementation expertise.
- 2.2.2** FIRM OVERVIEW – Include the following information about the Proposer: a) firm name, address, phone number, fax number and internet address, b) year the firm was established and any former names, if applicable, c) type of ownership and parent firm, if applicable, d) location of the office or offices that will provide the Scope of Work, e) brief statement of the firm's background demonstrating longevity and financial stability, and f) firm's or professional organization's code of standards or ethics.
- 2.2.3** ADVISING TEAM - Include an organizational chart that clearly identifies the individual to serve as the main contact for the City and all personnel to be assigned to the City's account, providing résumés and individual areas of responsibility for each.
- 2.2.4** SCOPE OF SERVICES: - Describe and confirm your firm's ability to meet the Scope of Work as described in Section 2.3.
- 2.2.5** PROJECT REFERENCES – A minimum of three (3) relevant clients, include a brief description that demonstrates financial and or grant planning or advising capabilities as noted below in Section 2.3 "Scope of Work." Include the name of the client organization and the contact person as a reference and identify which individual(s) from the Advising Team assigned to

the City's account covered the reference.

- 2.2.6** PROPOSED FEE – Please state fees based on the Scope of Work as described in Section 2.3. Explicitly state all costs in the proposed fee, and identify all fees proposed on a “not-to-exceed” basis. See attached form to complete.
- 2.2.7** INVESTIGATIONS/LITIGATION - Provide details of any criminal or regulatory investigation or pertinent litigation pending against your firm or members of your firm in the last three years.
- 2.2.8** ADDITIONAL INFORMATION - Include any appropriate additional information that supports your proposal. Also, please explain how your firm would provide unique value to the City. What sets your firm apart from others that may apply? Why should the City select your firm?

2.3 SCOPE OF WORK

The firm selected to Manage the American Rescue Plan Act (ARPA) Funds for the City will perform the services at the direction of the City. We would require the selected team to provide the following functions:

- A. Provide expert guidance and advisory services regarding all applicable legislation, regulation, policies, and rules related to federal recovery funds.
- B. Assist the City with establishing a comprehensive recovery portfolio by reviewing multiple funding streams from various federal and state programs, particularly those identified in COVID-19 related legislation. Assist with budget creation, cash flow, spending plans, as well as provide return on investment strategy.
- C. Assess and catalog available funding to prioritize needs, including the creation of a strategy that defines when and how funds should be used, from most to least restrictive, to maximize all resources. When multiple funding sources may be available, advise the City on which funding source(s) will best meet the City's needs.
- D. Communicate with the administration, city council, and public on a regular basis to provide status updates, collect feedback, and document progress of implementation of the approved spending plan.
- E. Auditing, Compliance, and Other
 - a. Assistance/guidance in how will ARPA funds be distributed.
 - b. Assistance/guidance in how to tap into other ARPA funding streams and programs.
 - c. Assistance/guidance in calculating “revenue loss.”
 - d. Identify allowable costs, reporting requirements, and other requirements might be issued by federal awarding agencies and when.
 - e. Identify tracking mechanisms do we need to put in place to support allowable costs.
 - f. Assess internal controls. Identify if city need to make changes to the City's internal controls in relation to managing ARPA dollars.

- g. Assist the City with developing a process to oversee grants distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.
- h. Identify other policies or procedures do we need to have in place in relation to managing ARPA dollars.
- i. Assistance/guidance with the timing of the revenue recognition of these federal dollars for GAAP purposes.
- j. Assistance/guidance which funds might be subject to a single audit (2 CFR 200).
- k. Work directly with the finance team to assist with RFP creations, coordinate with accounts payable, and project implementation of approved programs.

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Proposed Fee Schedule

Year 1 Cost:

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
SUB TOTAL =						
SUPPLIES & MATERIALS						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
TOTAL COST (Not to exceed)						

Year 2 Cost:

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
SUB TOTAL =						
SUPPLIES & MATERIALS						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
TOTAL COST (Not to exceed)						

Year 3 Cost:

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
SUB TOTAL =						
SUPPLIES & MATERIALS						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
TOTAL COST (Not to exceed)						

Year 4 Cost:

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
SUB TOTAL =						
SUPPLIES & MATERIALS						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
TOTAL COST (Not to exceed)						

Year 5 Cost:

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
SUB TOTAL =						
SUPPLIES & MATERIALS						
TRANSPORTATION:						
OTHER DIRECT COSTS:						
TOTAL COST (Not to exceed)						

Total Cost:

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

TOTAL: \$ _____

All proposals will be evaluated on the following criteria:

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

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

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

Terms: _____

Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

Please list Licenses:

How long have you been in business?

Have you done business with the City of Flint?

If yes, please state the project name.

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

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

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

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

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

Minimum Limits:

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

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

Minimum Limits:

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

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

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

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

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

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

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

❖ EXHIBIT F – NON-BIDDER’S RESPONSE

VENDOR’S NAME: _____

NON-BIDDER’S RESPONSE

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

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

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

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

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

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is: _____

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

_____ **OTHER:** _____

Thank you for your participation in this bid.

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20 _____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

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

(Official Title)

(Name of Corporation)

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR PARTNERSHIP

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20____

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



MANAGEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS
SUBMITTAL FORM FOR QUESTIONS
Due July 28, 2021 by 10:00 am

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

Company Name	
Representative Name	
Address:	
Telephone Number	
Email Address	

(Representative Signature) Date

Please email this form to the attention of Au Lisa McGovern, Purchasing Analyst
Email: amcgovern@cityofflint.com