

DIVISION OF PURCHASES & SUPPLIES



Sheldon A. Neeley, Mayor

PROPOSAL #22000522

**PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT 2023-2025
CONSOLIDATED PLAN**

Date Posted: 01/24/22

PROPOSAL NO. 22000522**PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT
2023-2025 CONSOLIDATED PLAN**

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 # 22000522

SCOPE OF WORK:

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

PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT 2023-2025 CONSOLIDATED PLAN

Per the attached additional requirements.

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

- Submit to City:
- 1 printed, signed, original proposals and signed addenda
 - 6 additional copies of the original proposal
 - 1 electronic copy of your bid in PDF or Word format

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

1. The mail in **HARD COPIES** with the original signature (signed documents) must be received by **Tuesday, February 22, 2022, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to PurchasingBids@cityofflint.com by **Tuesday, February 22, 2022 by 11:00 AM** (EST). Please note that in the subject line of the email, type in the proposal name and number.
2. Faxed bids are not accepted.
3. 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 lrowley@cityofflint.com using the subject title of "RFP #22-522 – PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT 2023-2025 CONSOLIDATED PLAN." Questions must be submitted by Monday, January 31, 2022 before 10:00 A.M. (EST). Please see attached form for Question submittal form.

Bid Opening Due Date – Tuesday, February 22, 2022 at 11:00 A.M.

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

Join with Google Meet

Meeting ID

meet.google.com/mjx-argv-yzv

Phone Numbers

(US) +1 617-675-4444

PIN: 745 159 267 2824#

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. All individuals are required to wear a face covering (unless unable to medically tolerate) and maintain social distancing.

If you have any problems signing in, please call 810-766-7340 or email purchasingbids@cityofflint.com

Sincerely,



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.

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

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

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

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

PROPOSAL NO. 22000522
PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT
2023-2025 CONSOLIDATED PLAN

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. 22000522
PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT
2023-2025 CONSOLIDATED PLAN

Background Information

The City of Flint, through its Department of Planning and Development, Division of Community and Economic Development (CED), invites sealed proposals from qualified firms for professional services that will be responsible for the preparation of the 2023-2025 Consolidated Plan consistent with requirements contained in the City's Citizens Participation Plan and Title 24 CFR Part 94 in order to receive federal entitlement funding. This RFP is available to the public online at www.cityofflint.com/dced and is being advertised in the City's local newspaper as well as being mailed to qualified consultants.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. It offers local jurisdictions the opportunity to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level.

The Consolidated Plan is also the means to meet the application requirements for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) formula programs. The statutes for the formula grant programs set forth three basic goals against which the plan and the jurisdiction's performance under the plan will be evaluated by HUD. Each jurisdiction's plan must state how it will pursue these goals for all community development programs, as well as all housing programs.

The most qualified consultant must be able to complete and deliver a written plan to the City in accordance with the Consolidated Plan timeline presented in this RFP. **The completion date for the final document to be submitted to the U. S. Department of Housing and Urban Development is May 17, 2023.**

Timeline for Delivery of the Consolidated Plan

Action	Date
RFP is advertised on BidNet Direct and City of Flint's website	January 24, 2022
Proposals Due to City of Flint	February 22, 2022
Selection of Qualified Consultant	March 8, 2022
Administration approve contract to consultant	March 14, 2022
Contract Executed Between the City and Consultant	March 18, 2022

Work Plan Implementation by Consultant	March 18, 2022-January 13. 2023
Draft Consolidated Plan Delivered to the City	February 3, 2023
Public Comment Period for Con Plan	February 7. 2023-March 9, 2023
Public Hearing on Consolidated Plan	March 15, 2023
Final Consolidated Plan Delivered to the City	March 21, 2023
City Council Adoption of Con Plan (tbd)	March 27, 2023
Consolidated Plan Mailed to HUD	No later than May 15, 2023

Scope of Services

The primary scope of this proposal consists of completion of all written narrative in formulation of a Consolidated Plan document consistent with Title 24 CFR Part 94 and the City of Flint Citizens' Participation Plan. Specific tasks associated with the production of the plan are outlined below but are not limited to the following components:

1. Completion of all consultation requirements for narrative to complete the plan that address private and public housing, health services, social and fair housing services
2. Completion of all consultation requirements for narrative to complete the plan that address services of adjacent units of government
3. Completion of all consultation requirements for narrative to complete the plan that address lead based paint hazards identifying children who have been identified as lead poisoned
4. Completion of all consultation requirements for a needs assessment that addresses unmet needs in the areas of housing and the homeless, and special populations.
5. Completion of a narrative that addresses the needs assessment findings of the unmet needs in the areas of housing and the homeless, and special populations
6. Completion of housing market analysis that will be included in the plan describing the current housing stock that is inclusive of barriers, if any, to affordable housing
7. Completion of an economic assessment describing the economic conditions of the City of Flint
8. Completion of a transportation analysis for narrative for the plan that describes deficiencies in transportation, housing and employment functions as this relates to barriers to affordable housing
9. Completion of a strategic plan and area(s) for investment for the plan to include needs and activities as identified including obstacles as addressed to meet the need for the Five-Year plan
10. Completion of narrative for the plan that addresses a monitoring plan on how activities are to be monitored
11. Completion of narrative for the plan that supports how public and private partnerships will be enhanced through coordination and cooperation
12. Completion of narrative for the plan that supports how homeless and housing priorities will be carried out by the municipality
13. Incorporation of Action Plan document into Five-Year Consolidated Plan
14. Incorporation of any requirements in the consolidated plan final rule not mentioned above.

15. Any other tasks as directed by the City of Flint CED Division

Consultant will be responsible for holding required public hearings and other citizens' participation meetings with the public. The consultant will attend all meetings, conduct presentations and engage citizens in the planning process

The City of Flint will be responsible for activities associated with the delivery of the one year Action Plan and will provide this information to the consultant to incorporate into the Five-Year plan. The consultant will be responsible for holding and facilitating all required public hearing(s) and other citizens' participation meetings with the public. The consultant will attend all meetings, conduct presentations and engage citizens in the planning process. The City will be responsible for scheduling all meetings with the public.

Consultant will provide one (1) original copy, six (6) additional copies, and one electronic copy in Microsoft Word or PDF format of draft Five-Year Consolidated plan and one electronic copy in Word and PDF format.

After the public comment period, consultant will be responsible for completion of all revisions to draft and provide fifteen (15) final copies of the Five-Year Consolidated plan with a final electronic copy in Word and PDF format.

Proposal Submission Requirements

Organizational Information

A proposal must include the full name and address of your firm or organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the scope of work outlined in this proposal. The proposal submission must also indicate whether you operate as an individual or partnership or corporation and include the state in which your firm or organization is incorporated. If a joint venture is contemplated, name the firms involved. Also, subcontractors to be used for completion of a Five-Year plan must be identified in a similar manner.

Experience

A proposal must evidence your firm's experience in completing Five-Year Consolidated Plans or an equivalent and provide these examples using the following format:

- a. Client name
- b. Contact person and phone number
- c. Services provided
- d. Original estimate or project costs and actual project costs
- e. Original estimated Project completion schedule and actual completion schedule

Management Staffing

A proposal must include the following components related to the staffing structure of your firm or organization:

1. Staffing – Include in proposal the names, qualifications, and background information (resumes) of your Project Team, including Project manager, and other professional staff

- who will be assigned to complete the 5- Consolidated Plan. Estimate the percent of the time each individual will devote to the work. Include a Project Organizational Chart.
2. Sub-Consultant – Include narrative in the proposal that provides detail concerning the nature and extent of sub-contracting of other services pertinent to scope of work concerning this proposal, if applicable.
 3. Responsiveness – Include narrative in the proposal that evidence how your firm will respond quickly on a day-to-day basis to complete the scope of the work outlined in the RFP. Discuss how you will maintain close and effective communications with the City and its staff.

Authorized Negotiators

Include on letterhead from your organization the names and phone numbers of personnel of your organization authorized to negotiate the proposed contracts with the City of Flint Planning and Development Department, Division of Community and Economic Development.

Work Plan

Present in detail your proposed work plan for this project, including all major and minor work tasks to be achieved and related work products. Also, present in detail any “Additional Recommended Items” that you deem appropriate to be included as part of the work plan. Please provide a work schedule outlining the time frame for your firm to complete the work including “Additional Recommended Items” and the estimated time required for the completion of each major and minor tasks. **Please note that the final Five-Year Consolidated Plan document must be completed by May 15, 2023.** The work plan must also define what your firm will need from the City to complete the scope of services, work products, or documents, etc. for the Project and provide an alternative solution to address these needs if the City is unable to address these needs.

While the selected consultant may use current documents to the extent they are relevant, the consultant will be responsible for gathering the most current data.

The work plan shall entail:

1. Detail on each aspect of the Housing and Community Development Needs Assessment that must be conducted and the timeline for completion. The outline will clearly address each aspect of the needs assessment required by HUD federal regulations. This work plan component must include the information resources the consultant will utilize to complete this task.
2. Detail on the method and the timeline for completion of data resources the consultant will use to complete the Priority Needs Summary Table.
3. Detail on the required and recommended maps and tables to illustrate ethnic, racial and income concentrations, as well as housing market information.
4. Detail on the method and timeline for all required consultation requirements with private and public entities concerning public housing, health services, social and fair housing, consultation with adjacent units of government, agencies that address lead based paint hazards, homeless needs, transportation and economic development strengths and weaknesses, monitoring plan, plan for coordination and enhancement to assure that the consolidated plan is a comprehensive document and addresses statutory purposes.

5. Detail on the method and timeline that includes a timeline for the Housing and Community Development Five-Year strategy. The work plan should clearly address each aspect of the five-year strategy required by HUD, include the data information the consultant will use, discuss method and implementation plan for establishing priorities, objectives, actions and benchmarks as well as work plan to link activities from the Action Plan to the priorities and objectives from the Five-Year plan.
6. Detail concerning the name of the mapping software the consultant uses to determine its compatibility with the City's hardware.
7. Detail concerning the method and timeline for additional actions or an alternative approach to complete a draft consolidated plan by **February 3, 2023**.

Financial Information

- (1) Financial Statement. Attach your firm's most recent financial statement or annual report for each of the last three years.
- (2) Statement of Financial Conditions. Attach the most recent annual Statements of Financial Conditions, including balance sheet, income statement and statement of cash flows, dated within the past twelve (12) months. Provide the name, address, and the telephone number of firm(s) that prepared the Financial Statements:
- (3) Accounting Firm Information. If these financial documents were not produced in-house, indicate the name, address and phone number of the firm(s) that prepared these financial statements.

Cost of Services Level of Effort

In this section of the proposal, provide the price not-to-exceed cost for delivery of the Consolidated Plan. This cost shall also include a breakdown for labor, overhead rates, fringe benefits, profit and other pertinent costs. Demonstrate the level of effort for the Project by listing, by position, the number of hours necessary to complete the plan based on the work plan, including a detailed outline of professional personnel.

The level of effort a subcontractor will provide, as well as any "Additional Recommended Items" the Consultant deems appropriate to be included in the technical assistance, shall also be represented in a similar format.

Also, the Consultant shall submit its rate schedule. The rate schedule shall include your firm's rates (including labor, overhead, fringe benefits and profit) for each position that will be assigned to the Project as well as any other costs related to the provision of these services. The City's preference is to remunerate the Consultant on a time and materials basis with a not to exceed cost presented as an upper limit for the Project.

Succinctly document the costs for presentation maps, tables, graphs, matrices, etc. your firm will provide in the delivery of the Five-Year Consolidated Plan.

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in strict confidence and will not be revealed to or discussed with competitors until after a contract is awarded to successful bidder(s). After contract award, all bids are subject to the Freedom of Information Act. **This portion of the proposal must be bound and sealed separately from the remainder**

of the proposal.

For this solicitation, please use the following format:

1. Itemize so as to show the following for each category of personnel with a different rate per hour:
 - a. Category: e.g., project manager, GIS technician, etc.
 - b. Estimated number of man hours
 - c. Rate per hour
 - d. Total cost of each category and for all labor needs
2. Fringe Benefit Costs – Itemize these costs, if applicable
3. Cost of supplies and materials – Itemize these costs for supplies that are necessary, and other materials as identified
4. Other direct costs – Itemize these costs, if necessary
5. General and administrative burden of overhead – Indicate percentage and total as it related to completion of this project as identified in the RFP
6. Transportation costs – Show travel costs and per diem separately per staff projected to work on project
7. Printing costs – State separately the price for printing work products or documents
8. Profit
9. Overhead Rates – (or any other type of cost plus percentage of cost) shall only be allowed if bidder uses an overhead or indirect cost rate for its firm that has been approved by a federal agency. Such documentation must be included in the bid package.
10. Total bid price for project
11. Total bid price for each major task of the scope of services

Additional Information

Include any other information that is believed to be pertinent, but not specifically asked elsewhere in this RFP.

Independent Price Determination

By submission of a proposal, the offeror certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization in connection with this proposal that:

1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. Each person signing the proposal also certifies that:
 - a. He/She is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal; or
 - b. He/She is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal but that

he/she has been authorized in writing to act as agent for the persons responsible for such decision.

Deliverables

- Completed draft of Five-Year Consolidated Plan with written narrative components as described in the Scope of Services section and clearly delineated priorities for the City of Flint
- **Completed draft of Five-Year Consolidated Plan with priorities delivered to the City of Flint on or before, but not later than February 22, 2022, by 11:00 A.M. EST.**
- Incorporation of the Action Plan into the Five-Year Consolidated Plan document
- **One original copy of the Five-Year Consolidated Plan and ten (10) copies of draft Five-Year Consolidated Plan and one electronic copy in Word and PDF format.**
- After public comment period, consultant will be responsible for completion of all revisions to draft and provide one original and fifteen (15) final copies of the Five-year Consolidated with a final electronic copy in Word and PDF format.

General Conditions

Proposal Submission Information

Proposals will be accepted at the City of Flint, Division of Community and Economic Development, 1101 S. Saginaw Street, South Building, Room S108, Flint, Michigan, 48502. Proposals must be submitted in a sealed envelope and shall be labeled: **“PROPOSAL FOR PREPARATION OF THE 2023-2025 CONSOLIDATED PLAN.” The City will receive mailed or delivery of proposals until 11:00 a.m., local time on February 22, 2022. No faxed or electronic proposals will be accepted by the Division.**

To be considered, consultants must submit a complete response to this RFP using the format identified in this RFP. One original and four copies of the proposal must be submitted to the Planning and Development Department, Community and Economic Development Division, 1101 S. Saginaw Street, South Building, Room S-108, Flint, Michigan 48502. Proposals must be signed by an official authorized to bind the consultant agency to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this RFP, this period must be at least ninety (90) days.

Equal Opportunity Laws:

Contractor will be required to comply with all applicable federal and state and local equal opportunity and federal affirmative action and minority representation laws. The City of Flint is an Equal Opportunity Employer. TDD – 766-7120.

Minority and Women Business Enterprises are encouraged to apply.

Excluded Parties Listing

All bidders will be required to certify that they are not on the U.S. Comptroller General’s List of Ineligible Contractors nor any firm, partnership, or association in which they have substantial interest nor any other person, both natural and corporate, having substantial interest in their business is designated as an ineligible bidder or on the U.S. Comptroller General’s List of Ineligible Contractors.

Written Agreement

The contract with the most qualified consultant will be at a minimum, a six-month period.

Bid Opening and Evaluation

Sealed proposals will be opened on February 22, 2022, at the City of Flint McKenzie Conference Room and evaluated on or before March 8, 2022.

Local Preference

All bidders shall be advised that the City of Flint Code, Article 4 Section 18-21.5 gives a seven (7) percent advantage of bidders located within the corporate City limits of Flint, Michigan. For example, if the lowest qualified bid represents a City of Flint non-resident business and the second higher lowest qualified bid represents a City of Flint resident business whose bid is up to 7 percent higher than the lowest qualified bid, then the contract can be awarded to the second lowest qualified bidder whose business is in the City of Flint.

Type of Contract

It is proposed that, if a contract is entered into as a result of this RFP, it will be a time and materials contract based on a fixed price contract. Negotiations may be undertaken with those consultants whose proposals, as to adherence to the work plan and timeline, price and other factors, as determined by the City, show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be one most advantageous to adhering to the work plan timeline, price and other factors considered.

The City reserves the right to award one or more contracts to one or more lowest-qualified bidders. The City reserves the right to consider proposals or modifications thereof received at any time before award is made, if such action is in the best interest of the City. The determined price of contract shall be adhered to and at no time will the contractor be allowed to bill for work not agreed upon.

Rejection of Proposals

The City reserves the right to reject all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the City that is consistent with federal requirements.

Incurring Costs

The City is not liable for any costs incurred by consultants prior to issuance of a contract.

Inquiries

Questions that arise prior to submission of bids must be directed to Lauren Rowley, Purchasing Manager at lrowley@cityofflint.com addressed "RFP #22-522 – PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY OF FLINT 2023-2025 CONSOLIDATED PLAN"; submitted no later than Monday, January 31, 2022, at 10:00 A.M. EST.

Addenda to RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all consultants who receive the RFP. Please review the City's website for any addenda, if deemed necessary.

Acceptance of Proposal Content

The contents in the proposal of the successful bidder may become contractual obligations if a contract is issued. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward concise description of the bidder's ability to meet the requirements of this RFP.

Prime Contractor Responsibilities

The selected consultant will be required to assume responsibility for all services offered in his/her proposal, regardless of who produces them. Furthermore, the City will consider the selected consultant to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract.

Contract Payment Schedule

Payment for any contract entered as a result of this RFP, will be made within thirty (30) days of receipt of an invoice.

Ownership of Work Products

It is explicitly understood that all work products and documents resulting from this RFP and contract shall be the property of the City of Flint.

Liability Insurance

The selected bidder will be required to provide general liability, workmen's compensation insurance, and professional liability insurance coverage in the amount of Ten Million Dollars. Said proof of liability insurance shall be included as part of the contract document.

Evaluation Criteria

The proposals received will be reviewed by an evaluation team. All proposals will be fully considered and rated by the evaluation team based on:

1. Recent Experience (25%)

Has experience in conducting projects similar in scope, complexity, and magnitude for other public agencies. Describes previous projects and clientele. Provides contact information.

2. Understanding and Expertise (20%)

Understanding of the project and the consultant's expertise for the project, rationale and descriptions for work tasks.

3. Efficiency (15%)

Ability to complete the Consolidated Plan within the required timeframe; refers to completing project on schedule.

4. Price – (15%)

Analysis of cost competitiveness, including level of effort allocated to each major task. It includes budget and cost justifications.

5. Responsiveness to RFP requirements (10%)

Quality of the information submitted based on completeness, relevance, conciseness and organization of material presented and professional presentation.

6. Educational Background, Professional Qualifications (10%)

Provides evidence of educational backgrounds, includes descriptive resumes.

7. Use of local firms (5%)

Extent of utilization of local firms and types of work to be performed; describes other partners or contractor participation

8. References

Consultant must provide personal references and recent references from clients.

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 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

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.



**PROFESSIONAL SERVICES FOR THE PREPARATION OF THE CITY
OF FLINT 2023-2025 CONSOLIDATED PLAN**

SUBMITTAL FORM FOR QUESTIONS
Due January 31, 2022 by 10:00 A.M.

- 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 Lauren Rowley, Purchasing Manager
 Email: lrowley@cityofflint.com