

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

PROPOSAL NO. 21000591

**FLINT RIVER FEMA MAP REVISIONS
BID DUE DATE: DECEMBER 9, 2020 by 3:00 PM EST**

Date Posted: 11/06/20

CITY OF FLINT PROPOSAL NO. 21000591

FLINT RIVER FEMA MAP REVISIONS

It is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of Covid19.

Please be advised that face masks are required when dropping off bids.

**Please note that cloth masks can be used.

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CITY OF FLINT
FINANCE DEPARTMENT
DIVISION OF PURCHASES AND SUPPLIES
City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

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

PROPOSAL NO: 21000591

SCOPE OF WORK:

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

FLINT RIVER FEMA MAP REVISIONS

This is a Qualification Based Selection (QBS) process. Cost or billing rates will not be included in the evaluation criteria, so the consultant should exclude any references to these in the SOQ.

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

- One (1) printed, signed, original proposal and addenda
- One (1) unbound, signed copy of the proposal and addenda
- One (1) printed, signed, copy of the proposal and addenda on USB (flash drive)

This must be submitted with all requested information, EXCEPT, the total price of your proposal.

Outside of the envelope, the enclosed proposal should clearly identify that the information submitted is the **PROPOSAL ONLY** – **With the title of the Proposal and Proposal Number.**

In a separate envelope, the **TOTAL PRICE** of the proposal that is submitted must be in a **SEALED ENVELOPE**. The outside of the enclosed **TOTAL PRICE** should clearly identify that the information submitted is the **TOTAL PRICE ONLY** – **With the title of the Proposal and Proposal Number.**

This proposal MUST be received by Wednesday, December 9, 2020 by 3:00 PM (EST)

Mailing Instructions: **The City of Flint**
 Division of Purchases and Supplies
 1101 S. Saginaw St
 Flint, MI 48502

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

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

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

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

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 questions regarding the proposal process may be directed to Joyce McClane in writing no later than **November 30, 2020 by 4:30 PM** (to jmcclane@cityofflint.com).

Sincerely,



Joyce A. McClane, CPPB Purchasing Manager

INSTRUCTIONS TO VENDORS

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

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

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

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

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

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

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

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

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

 - h) Proposals must be held firm for a minimum of 120 days.

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

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

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

- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

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

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

33) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.

34) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

35) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

- 36) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 37) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 38) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 39) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 40) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 41) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 42) **PREVAILING WAGE:** 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>

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P21000591 – FLINT RIVER FEMA MAP REVISIONS

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

Purchasing Checklist:

- Complete Proposal Submittal including:
 - Cover Sheet and Table of Contents
 - Section A
 - Section B
 - Section C
 - Section D
 - Section E
 - Section F

- Supporting Documentation
 - Signed Proposal Contact Information Sheet
 - Certificate of Insurance

- Signed City of Flint, Michigan Affidavit

- Signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- In separate sealed envelope: Fee Cover Letter with pricing assumptions and Estimate of Total Fees, Summarized by Task, including labor hours and expenses.

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SCOPE OF WORK (SOW)

Regulatory Flood Hazard Update to Flint River within the City of Flint, Michigan

Background

The Flint River in the City of Flint, Michigan was studied through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) in the late 1970s which resulted in an approved Flood Insurance Study (FIS) with a floodplain delineation in 1980. The original modeling software utilized in the development of the FIS hydraulic information was developed by the US Geological Survey (USGS) and is known as Computer Program E431, a computer application for step-backwater and floodway analysis developed by James O. Shearman. The work completed for the original FIS was based on the NGVD 29 Datum.

FEMA updated the FIS as a part of their Map Modification Program (Map Mod), which was approved and effective as of September 2009. This update capitalized on providing improved mapping of the floodplain utilizing updated technology, topographic data, and aerial imagery. It did not include updating the hydraulic modeling and therefore utilized the original 1980 approved hydraulic model information. All new data utilized in updating the FIS and associated Flood Insurance Rate Maps (FIRMs) was based on the NAVD 88 Datum.

[The estimated Award Date is January 2021](#)

ATTACHED SEPARATE ITEMS: SCORE SHEET and LOCATION MAP

Technical Scope for RFP

The City of Flint is issuing this Request for Proposals (RFP) to update regulatory flood hazards and base flood elevations on the Flint River in the City of Flint from approximately the Mott Dam to Ballenger Highway including the backwater confluent effect of all the secondary tributary. At least seven FIRMette Maps are included in this Scope of Work. The Tasks included in the Scope of Work are included below.

Task 1 Data Collection and Review

Obtain and review the hydraulic model and other background data used to develop effective FIS. Collect data needed to develop an updated hydraulic model of the Flint River in the City of Flint. Data collected may include field survey data of the river channel and structures, Michigan Statewide Authoritative Imagery & LiDAR (MiSAIL) Program data, as-built data for river crossing structures, and others.

Task 2 Flint River Hydrologic and Hydraulic Modeling

Complete hydrologic and hydraulic modeling as required by FEMA to update regulatory flood elevations. Hydraulic modeling should be completed using the US Army Corps of Engineers (USACE) Hydrologic Engineering Center's River Analysis System (HEC-RAS). Hydrologic and hydraulic modeling efforts should be coordinated with FEMA, Environment, Great Lakes & Energy (EGLE), and local floodplain authorities but may include:

- A Duplicate Effective Model (DEM), developed per FEMA guidelines, of the original FIS USGS E431 model in HEC-RAS for comparison of results from original modeling methods to results from current modeling methods.

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SCOPE OF WORK (SOW)

- A Corrected Effective Model (CEM), developed per FEMA guidelines, that corrects errors or omissions in the original modeling, utilizes currently accepted modeling procedures and incorporates updated supplementary detailed information. These items could include such things as missing, improved, or new bridges, modifications to acceptable Manning’s coefficients, changed flow conditions, or more detailed survey data.

Determine the extents of backwater effects from the hydraulic modeling of the Flint River on direct tributaries previously studied by FEMA and included in the FIS. These include Gilkey Creek, Kearsley Creek, and Swartz Creek or others as determined by communications with FEMA.

Task 3 Update FEMA Floodplain Mapping and Documentation

The City is coordinating with FEMA to determine the appropriate path forward to update floodplain mapping for the Flint River. Based on the results of this coordination effort, the process includes preparation and support to complete and receive either a Letters of Map Revision or completing the Physical Map Revision process. The following two options for Task 3 should be considered when responding to the RFP. Please note that multiple map panels are involved.

Option 1 –Letter of Map Revision (LOMR) Process:

A FEMA LOMR application will be required to update effective FEMA floodplain mapping. Provide support for submitting a LOMR application to FEMA to revise the effective regulatory floodplains. This support will include completing appropriate FEMA MT-2 application forms, local floodplain administrator approval coordination, impacted property owner notifications, and coordinating with FEMA. Update FEMA flood profiles and floodway data tables and develop required work maps according to FEMA LOMR application requirements.

Option 2 – Preparation of Documentation for a Physical Map Revision (PMR)

Following FEMA guidance, prepare documentation associated with a PMR based on the data review and results of analyses in Tasks 1 and 2. This process will include floodplain delineation; preparation of FIRM database; revised FIS, FIRM panels, and preliminary distribution; Letter of Final Determination; updated NFHL; support during the community comment period and six-month compliance period; and other tasks as needed throughout the PMR process. The appropriate PMR scenario for completion of this task will be determined based on coordination efforts between the City, FEMA, and EGLE.

Task 4 Coordination with Local Floodplain Authorities, (EGLE) and FEMA

Prepare documentation for hydrologic and hydraulic calculations as needed to support coordination with local floodplain authorities, EGLE, and FEMA. Participate in conference calls and/or meetings as needed to complete the scope of work.

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SCOPE OF WORK (SOW)

Task 5 Support Documentation and Report

- Hydrologic and hydraulic analysis of the drainage area, including delineation of drainage areas at pertinent locations, determination of suitable rainfall and runoff parameters for hydrologic modeling, and hydraulic routing of calculated runoff through the studied stream reach.
- Three (3) hard copies and one electronic copy of the final report shall be provided to the City of Flint, including mapping exhibits, supporting calculations, and the proposed revised map for submission to FEMA for approval.
- Shapefiles of proposed revised map data shall be provided in the latest ESRI compatible ArcGIS format.
- The Offeror shall submit the proposed study to FEMA for approval, along with other supporting documentation as required by FEMA, and manage the submission throughout the FEMA review process to FEMA approval of map revision.

**PLEASE READ ALL TASKS ABOVE AND FOLLOW THE PROPOSAL FORMAT BELOW AND ALSO
REVIEW SCORING SHEET ATTACHED**

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Proposal Format and Evaluation/Selection Criteria:

QBS (Quality Based Selection) will be the method used for the selection of the Consultant. Proposals shall contain a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of the consultants necessary for the services to be rendered. It should detail the services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies. Proposals should be prepared economically using 11-point font and single-sided paper. Each proposal should have one original bound proposal, one unbound copy, and one electronic flash drive copy. **Separate total cost proposals using Task 3 Option 1 and Option 2 shall be included in the cost proposal envelope.** The cost proposal should be placed in a separate sealed envelope within the sealed proposal envelope. The inside envelope shall have the name of the project and the name of the prime firm with address and labeled as "Fee Proposal" on the outside of the envelope. All proposal cost shall be "**not to exceed costs**" including mileage, all filing fees, meeting and are to be included in the sealed envelope with pricing assumptions and Estimate of Total Fees, Summarized by Task, including labor hours and expenses.

Respondents should organize proposals into the following sections: **Include a Title Page and Table of Contents all the pages are to be numbered and shown in Table of Contents (pages 1 and 2) using Titles and Section Numbers indicated below.**

A. Professional Qualifications –

1. State full name and address of the prime consultant and key sub-consultants, including, the office location where work will be performed. Include the history of the firm(s) and types of engineering services provided. Identify the technical details which make the firm uniquely qualified for this project. **(Title this section A1. Firm(s) History)**
2. Include your organization chart with the names of the key personnel by skill and qualifications that will be employed on this project design. **(Title this section A2. Organization Chart)**
3. For each of the persons identified in Section B2 and any other individuals you consider key to the success of this project, provide resumes (2-page maximum) including surveyors and any sub-consultant(s). **(Title this section A3. Professional Qualifications)**

B. Past Involvement with Similar Projects –

1. Provide a minimum of three (3) projects that showcase similar experiences to the project being proposed. The related projects must have been **completed** in the last 10 years. The projects should show your Firm's proven ability to develop similar projects.
 - a) For the above projects provide the size of projects, proposed start dates, proposed completion dates, actual start dates, actual completion dates, proposed budget, and actual budget.
 - b) Provide reason for any changes from proposed to actual on the above projects **(Title this section B1. Similar Projects)**
2. Provide a list of five (5) references for similar projects including their contact name, agency, telephone number, and email address. **(Title this section B2. References)**

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C. Determine Options

- 1. Indicate which Options 1 or 2 will your firm lean towards and why. (Title this section C1 Option)**

D. Project Challenges-

- 1. What do you see as the biggest challenges for completing this Project? How will your team overcome these challenges? (Title this section D1. Challenges)**
- 2. What ideas do you have for this project that you believe will save money and/or time? (Title this section D2. Savings)**

E. Proposed Work Plan –

- 1. Provide a detailed design flow chart that lists chronologically all tasks determined to be necessary to accomplish the work of this project. *The work plan shall be sufficiently detailed and clear to identify the progress milestones including when project tasks and deliverables, a timeline and schedule for design depicting the sequence and duration of tasks showing, how the work will be organized and executed.* (Title this section E1. Timeline)**
- 2. Include information that your firm believes is pertinent to the success of the project that may not have been requested or identified. (Title this section E2. Pertinent Information)**
- 3. Provide detail of what Quality Control and Quality Assurance will be utilized on the design of this project and in past projects. (Title this section E3. QC/QA)**

F. Capacity to follow instructions –

- 1. A letter acknowledging that all the instructions for the proposal have been followed and completed. (Title this section F1. Letter)**

The written proposal shall be evaluated on the clarity and content of their responses. The evaluators will include the City Engineer, Brian Larkin (Chief of Staff) and Lottie Ferguson (Chief Resilience Officer).

A combination of both the best-qualified consultant base on their proposal and the lowest cost bid will be used to determine who is selected.

The City of Flint reserves the rights to all work completed by the chosen Engineering Firm.

The City of Flint reserves the right to negotiate an adjustment to the perimeters of the project and or to negotiate the cost or to rebid the project scope proposal - due to available funding limitations.

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360 Max Points for Qualification Evaluation	
Qualification Evaluation Categories	Max Scores
<p>Section A1. Firm(s) History. Stated full name and address of their organization, the office location where work will be performed. Included the history of the firm and types of engineering services provided. Identified the technical details which makes their firm uniquely qualified for this project.</p>	<u>20</u>
<p>Section A2. Organization Chart. Included an organization chart with the names of the key personnel by skill and qualifications that will be employed on this project design. Show where the personnel will be physically located during the time they are engaged in this project design.</p>	<u>20</u>
<p>Section A3. Professional Qualifications. For each of the personnel Identified in Section B2 and any other individuals they consider key to the success of this project. They provided resumes (2-page maximum) including surveyors and any sub- consultant(s).</p>	<u>40</u>
<p>Section B1. Similar Projects. They provided a minimum of 3 projects that showcase similar experience to the project being proposed. The related projects must have been completed in the last 10 years. B1 a & b included.</p>	<u>60</u>
<p>Section B2. References. Provided a list of three (3) references for similar Floodplain Projects including their contact name, agency, telephone number and email address.</p>	<u>10</u>
<p>Section C1. Options. Provide reasons for which option 1 & 2 in Task 3 your firm is leaning towards.</p>	<u>30</u>
<p>Section D1. Challenges. What they saw as the biggest challenges for completing this Project? How their Company will overcome these challenges?</p>	<u>30</u>
<p>Section D2. Savings. How will they save time and cost on this project?</p>	<u>30</u>

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Section E1. Work Plan and Timeline. Provided a detailed design flow chart, which lists chronologically all tasks determined to be necessary to accomplish the work of this project. The work plan shall be sufficiently detailed and clear to identify the progress milestones including the sequence and duration of tasks showing how the work will be organized and executed.	<u>60</u>
Section E2. Pertinent Information. What the firm believes is pertinent to the success of the project that may not have been requested or identified.	<u>30</u>
Section E3. QC/QA. What Quality Control and Quality Assurance will be utilized on the design of this project.	<u>10</u>
Section F1. Letter. All the instructions for the proposal have been followed and completed.	<u>20</u>
Points for Qualifications	

Bid Cost using Task 3 Option 1 and all other Tasks	<u>120</u>
Bid Cost using Task 3 Option 1 and all other Tasks	<u>120</u>

Points for Bids

TOTAL POINTS	
---------------------	--

All Bid Prices Scores will be Calculated off of a Percentage of the Lowest Bid

Maximum Total Points 500

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters

BID#: _____

The prospective participant certifies, to the best of its knowledge and belief, that it, its principals, and that of their subcontractor and/ or sub-subcontractors and their principals:

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

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Date

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

**CITY OF FLINT, MICHIGAN AFFIDAVIT
AFFIDAVIT FOR INDIVIDUAL**

STATE OF _____

S.S.

COUNTY OF _____

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20____

**CITY OF FLINT, MICHIGAN AFFIDAVIT
FOR CORPORATION**

STATE OF _____

S.S.

COUNTY OF _____

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

is _____ of _____

(Official Title)

(Name of Corporation)

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

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20_____

**CITY OF FLINT, MICHIGAN AFFIDAVIT
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 _____

**CITY OF FLINT, MICHIGAN AFFIDAVIT
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.

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(THIS IS A MANDATORY FORM THAT MUST BE SUBMITTED WITH YOUR PROPOSAL)

Firm Name: _____

Address: _____

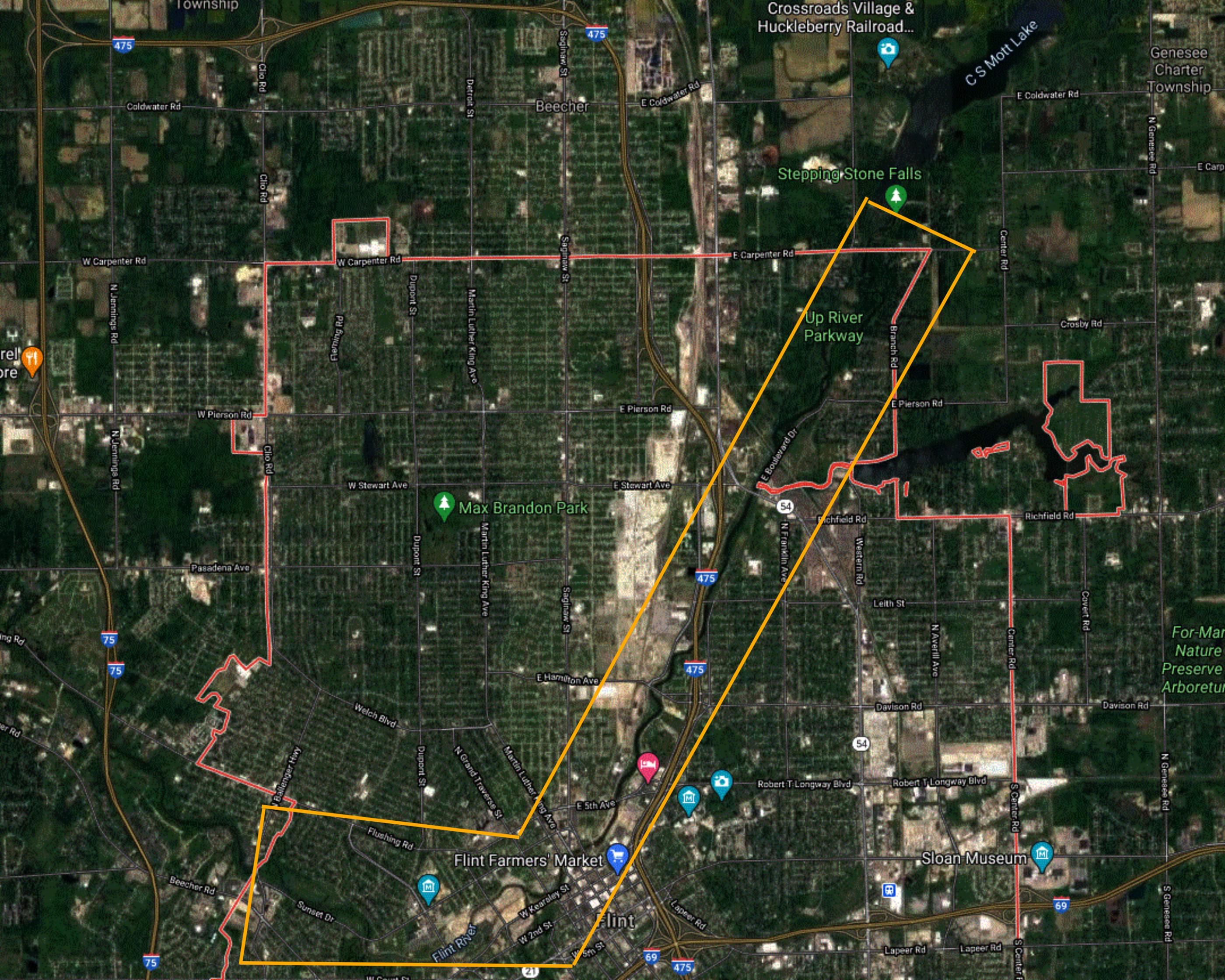
City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

LEAVE BLANK INTENTIONALLY



Crossroads Village & Huckleberry Railroad...

CS Mott Lake

Genesee Charter Township

Beecher

Stepping Stone Falls

Up River Parkway

Max Brandon Park

Flint Farmers' Market

Sloan Museum

Flint

For-Man Nature Preserve Arboretum