



Sheldon Neeley  
Mayor

## REQUEST FOR PROPOSALS

PROPOSAL NO. 25000530

Publish Date: 5/7/25

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

### LEAK DETECTION SERVICES

Per the attached additional requirements.

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

Submit to City:

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

Please follow the following bid timeline.

### Questions

All written questions shall be directed Lauren Rowley, Purchasing Manager by **Wednesday, May 14, 2025, by 10am EST** to [lrowley@cityofflint.com](mailto:lrowley@cityofflint.com).

### Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Wednesday, May 21, 2025, 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](mailto:PurchasingBids@cityofflint.com) by **Wednesday, May 21, 2025, by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

### Bid Opening

#### Bid Opening

Wednesday, May 21 • 11:00 – 11:30am

Time zone: America/New\_York

Google Meet joining info

Video call link: <https://meet.google.com/ahh-neee-amn>

Or dial: (US) +1 539-302-9873 PIN: 621 462 252#

More phone numbers: <https://tel.meet/ahh-neee-amn?pin=3429510983160>

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/purchasing/>.

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

Lauren Rowley  
810-766-7340  
[lrowley@cityofflint.com](mailto:lrowley@cityofflint.com)

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

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

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

Link to City of Flint open solicitations:

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

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#### INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
  - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests

entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.

- c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of

items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

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

- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) ~~**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 an 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.

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

**Purchasing Checklist:**

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



❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**SCOPE OF WORK ATTACHED SEPARATELY.**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

(Authorized Representative)

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

(Authorized Representative)

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

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

**Please list Licenses:**

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

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

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

## EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

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

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

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

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

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6. List any contracts not completed on time.

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

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

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

**Reference #1:**

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

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

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

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

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

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

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

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

**Reference #2:**

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

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

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

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

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

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

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

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

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

**Reference #3:**

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

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

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

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

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

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

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

\_\_\_\_\_

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



## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE

### INSURANCE REQUIREMENTS

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

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

### Minimum Limits:

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

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

### Minimum Limits:

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

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

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

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

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

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

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

## ❖ EXHIBIT F – NON-BIDDER'S RESPONSE

**VENDOR'S NAME:** \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

**AFFIDAVIT FOR INDIVIDUAL**

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

S.S.

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

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

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

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

\_\_\_\_\_

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

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

❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

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 \_\_\_\_\_

## INTRODUCTION

The City of Flint, MI has already begun assessing portions of the water distribution system in an attempt to identify areas where system leaks have developed. This solicitation for proposals from qualified firms is for a period not to exceed (1) year to contract for services described in this RFP, which include: professional management, performance, data collection, and final report for leak detection services for the Owner's water distribution system comprised of approximately 600 miles of water main.

It is the intent of the RFP to determine the most qualified firm to which the Owner would contract these services.

## SCOPE AND NATURE OF SERVICES TO BE PROVIDED

### I. GENERAL INFORMATION

#### 1.1. Objective of this Request for Proposals

The City of Flint, MI is seeking proposals from qualified Contractors meeting the professional requirements specified herein for the purpose of providing leak detection services to minimize the amount of water lost. both surfacing and not-surfacing (background leakage) in the Owner's water distribution system using the best available technology for each pipe diameter and material.

#### 1.2. Leak Detection Survey Technology Selection

1.2.1. For the purposes of locating the most leaks possible and reducing water loss to minimal levels, the following technologies shall be used in the leak detection survey:

1.2.1.1. Survey of all metallic (DIP, CIP, steel, galvanized) water lines 24 — inches and smaller in diameter using traditional acoustic sounding technology and methods, including hydrophones, ground mics, and correlation equipment.

1.2.1.2.

#### 1.3. Term of Service

The contractual term for services identified in this RFP is for a period of not more than 120 days.

#### 1.4. Schedule of Work

1.5. All services identified in this RFP will be completed by

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#### 1.6. Charges for Service

1.7. The Contractor's charge for services shall be included in a separate Cost Proposal, as indicated in this RFP.

## 2. RESPONSIBILITIES

### 2.1. Contractor's Responsibilities

2.1.2. The Contractor shall obtain and pay for all permits and /or licenses as required. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses.

2.1.3. The Contractor will be required to provide a project and consulting services for those portions of the Work where such services are required to carry out Contractors responsibilities for project means, methods, techniques, sequences, and procedures. Also, a project manager will be required to assist in coordinating all work activities before, during, and after the completed project.

2.1.4. The Contractor will participate in a pre-site project investigation and planning meeting with the Owner's water personnel prior to undertaking the project. At this meeting, the Contractor will establish a timeline for project phases, including the sequencing of leak detection crews throughout the water system. Additionally, issues such as operating procedures, traffic control issues, communications protocol, data format, and any unique project requirement will be discussed.

2.1.5. The Contractor shall provide a fully qualified and properly equipped crew to safely and competently performing all work elements associated with this RFP.

2.1.6. Prior to initiating the work, the Contractor and Owner will meet in order to establish reporting and communication protocol between the two parties, including:

2.1.6.1. The use of standardized forms for field data recordation

2.1.6.2. Processing and formatting of field data using a Geographic Information System (GIS)

2.1.6.3. Use of digital photography

2.1.6.4. The use of a Global Positioning System (GPS) device to record data including configuration of the GPS unit

2.1.6.5. Communication protocol, should problems arise in the field

2.1.6.6. The Contractor shall plan their daily and weekly work schedule with the Owner in advance.

2.1.7. The Contractor shall assign a qualified GIS technician to monitor, observe, and record the activities and results of the leak detection survey, including mapping and data collection of work performed on a daily basis to ensure accuracy, the inclusion of new or revised information, and compliance with the Owner's database / mapping requirements. The Contractor shall process all GPS data associated with the leak detection survey and transfer the data to the Owner's GIS.

2.1.8. The work presented herein is to be performed across a forty (40) hour work-week, normal hours defined as 7:30 am to 4:30 pm, Monday through Friday (excluding Owner holidays). Minor adjustments to normal business hours may be necessary. Certain situations may require the work to be performed outside of normal working hours.

2.1.9. The Contractor shall be responsible for directing, supervising, assigning, and dividing the work among its employees for the full and timely completion of the planning and work required for the services outlined in this RFP.

2.1.10. The Contractor shall provide all material, equipment, and labor to conduct Leak Detection Surveys on the Owner's water system, except as provided under Owner's Responsibilities below in areas specified by the Owner.

## 2.2. Owner's Responsibilities

2.2.1. The Owner shall provide the Contractor with access to the work site(s). The Owner will provide all information necessary for the Contractor to obtain permits or approvals, along with any other pertinent documentation required for the Contractor's personnel and its equipment to enter the work site(s) and to perform the services outlined in this RFP.

2.2.2. Any construction, clearing, or relocation of Owners or third party's equipment, materials, structures, and / or vegetation from the work sites that might interfere with the Contractor's work shall be the Owner's responsibility.

2.2.3. The Owner will provide a qualified water system operator knowledgeable of the water network operations where the project will be performed to operate any part of the water system (e.g. valves, hydrants, blow offs, air release valves, hose bibs, customer taps, etc.) that may be necessary in performance of the work.

2.2.4.

2.2.5. The Contractor will provide all traffic control measures as necessary, up to and including blocking vehicles, cones, flaggers, and personnel to promote a safe working environment for Contractor's crews, Owner personnel, water system utility operators, and other third-party observers, including the general public.

## 3. Scope of Work

### 3.1 Acoustic Leak Detection Services

The Contractor shall perform all acoustic leak detection surveys under this RFP. The Contractor will survey and pinpoint water leaks using state of the art leak detection technology using trained, experienced professionals. Acoustic leak detection should also be able to be performed using the water column as a transmission medium.

3.2.1 A detailed report of leak locations, estimated gallons per minute (GPM) loss, and area covered is to be supplied. A report shall be provided on a monthly basis or at the completion of the project.

3.2.2 The Owner will provide a qualified water system operator knowledgeable of the water network operations where the project will be performed to operate any part of the water system (e.g. valves, hydrants, blow offs, air release valves, hose bibs, customer taps, etc.) that may be necessary in performance of the work. This operator will also be available each work day to provide assistance in



the field and answer operational questions about the water system when necessary.

- 3.2.3 The Owner will conduct a comprehensive leak detection survey by making physical contact with available main line appurtenances (valves, hydrants, meter boxes, etc.) and / or selected customer services. A sonic leak detection sound amplification instrument designed for this purpose is to be used. Contact is then to be made with pipe appurtenances at intervals no greater than 300 feet where contact points are available and accessible, or at predetermined distances (whichever distance is less).
- 3.2.4 When normal contact points are unavailable or cannot be created within a reasonable distance, the Contractor will make an attempt to use a sonic ground listening instrument, making physical ground contact at intervals no greater than six (6) feet directly over the pipe.
- 3.2.5 If excessive ambient noise precludes the effectiveness of the ground listening device in an area during daytime hours, the Contractor will schedule this portion of the survey for nighttime hours. The Contractor will pre-approve these situations with the Owner.
- 3.2.6 When ground cover is not a hard surface, probe rods will be used at six (6) feet intervals when normal contact points are unavailable. A sound amplification instrument with 1.5VG or greater (volts per "G") transducer is to be used with probe rods. Probe rods will be driven into the ground at a minimum of six (6) inches directly over the pipe when ground conditions allow.
- 3.2.7 A detailed report of decibel levels at suspected leak sound locations and observations will be compiled during the survey for reinvestigation and possible pinpointing at a later time.
- 3.2.8 All indications of leaks found during the survey will be verified a second time, after which the leak shall be pinpointed with a computer-based leak sound correlator. Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering or other like methods is not used when contact points are available for use with the correlator.
- 3.2.9 Each leak will be classified according to the estimated size in gallons per minute (GPM) and hazard in order to aid in scheduling repairs. It should be noted that leak classification is not an exact science. In view of this limitation, the classification (including estimated GPM loss) is intended as an aid in scheduling repairs based upon the information available.

Leak Classifications are as follows:

- Class 1. Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and / or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.

- Class 2. All teaks that display water losses significant enough to be monitored on a regular repair schedule.
- Class 3. Relatively small leaks that should be repaired as workload permits.

3.2.10 Whenever the Owner repairs any leak detected by the Contractor, prior to completion of the field work, the Contractor shall re-survey that section of the system to be sure no extremely quiet leaks were missed due to an over powering noisy leak sound or other variable.

3.2.10.1.1 The Contractor will furnish, to the Owner, daily leak reports and shall also furnish a final report at the completion of the project.

3.2.10.1.2 The Final Report shall include:

Executive Summary showing individually recorded time for correlating, surveying and other time spent on the project. This summary also includes footage covered, approximated GPM loss, types of leaks found, quantity of leaks found and remarks recommending improvements that may be made to the distribution system.

3.2.10.1.3 Survey Review explaining the procedures and methods used during this study.

3.2.10.1.4 Leak Reports with a detailed drawing showing each leak location that was pinpointed, the type of leak found, classification, approximated time spent pinpointing, an estimate of the GPM lost, cover type, if leak location was marked and computer justification when applicable. (This same leak report shall be supplied daily to the client when leaks are found.)

## 4 Technical Proposal

### 4.2 Minimal Requirements of Items to be Addressed in RFP

- 4.2.1 The details of this proposal shall include information on all of the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.
- 4.2.2 Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing services under this contract shall be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to technical services are mandatory. A copy of the State Contractor's License MUST BE included in the response to this RFP.
- 4.2.3 Each Contractor shall submit a detailed insurance certificate. This insurance certificate shall detail ail levels of insurance that may be required by the Owner to accept a contractual obligation which shall be, at a minimum provided by an insurance Owner, which carries an

AM Best rating of A- or better. In addition, all firms shall provide a detailed certificate which indicates they carry Pollution • Liability Insurance in the amount of no less than \$10,000,000 of coverage as well as Professional Liability Insurance of no less than \$2,000,000 and cover damages from the errors or omissions in the performance of professional engineering duties. Said pollution liability insurance must not be job specific but 'blanket' coverage. A sample copy of this insurance certificate must be attached to the last page of this RFP. The Owner must be named as additional insured on certificate to be provided prior to start of work.

- 4.2.4 Each proposal shall include a detailed Contract Document for review by the Owner for the services requested in this RFP. This document shall be the basis by which the Contractor and Owner contract for services.
- 4.2.5 Each Contractor shall submit a formal Safety Program that is distributed throughout the organization and required as a condition of employment with the Contractor, stating Contractor policy and procedures on all safety procedures, in addition to document procedures to include workers protection, confined space, and general safety procedures.
- 4.2.6 The proposal must demonstrate the capability to successfully manage the information flow during the course of maintaining and managing the Owner's water system components. Capability must exist for the Owner to view information via the internet.
- 4.2.7 The Contractor must prove that it has sufficient financial health to perform the project identified in this RFP. Therefore, the Contractor must submit the most recent audited financial reports for the past three (3) fiscal years. In no case shall the Contractor's annual revenue in the fiscal year immediately preceding this RFP be less than \$50 million.

## 5 PROPOSAL SUBMISSION REQUIREMENTS, GUIDELINES & CONSIDERATIONS

### 5.2 Objective

The Owner desires to enter into an agreement that will provide the best overall value to the Owner. This will be determined by the Owner collectively, weighing the following:

- 5.2.1 Contractors understanding of the Program
- 5.2.2 Contractor's qualifications and experience
- 5.2.3 Contractor's organization, key personnel, and point of contact
- 5.2.4 Contractor's financial health
- 5.2.5 Contractor's cost proposal (spreading of costs)
- 5.2.6 Overall responsiveness to this RFP

### 5.3 Proposal Submission Requirements

- 5.3.1 Proposal Submission Address - As stated in the RFP
- 5.3.2 Number of Copies - As stated in the RFP
- 5.3.3 Each Contractor's Technical and Cost Proposals must be bound together and submitted as one document

### 5.4 Late Proposals

Any proposal received after the date and time specified above will not be considered for contract award and will be returned to the Contractor unopened.

### 5.5 Penalties for Misrepresentation

Any material misrepresentation in the Contractor's proposal may result in termination of the contract or any other appropriate administrative sanctions and/or

legal actions.

## 6 PROPOSAL SIZE, CONTENT & ORGANIZATION

A proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts. Part I shall be a narrative and entitled "Technical Proposal" and Part II shall be the cost proposal and entitled "Cost Proposal."

### PART I: Technical Proposal

Part I of the Contractor's proposal will present the technical elements of the proposal and must consist of the sections outlined herein. The Contractor shall address each of the following sections individually with their written response.

#### 7.1 Contractor's Understanding of the Program

In this section of the technical proposal the Contractor shall present their personal understanding of the Program as defined in this RFP or as formally amended. The Contractor shall specifically state their ability to perform all work elements outlined in Section 3 addressing each item individually. The Contractor shall specifically state their ability to meet the personnel requirements specified in this RFP. The Contractor shall specifically state their ability to meet the reporting and communication requirements specified in this RFP. The Contractor shall provide a comprehensive list of all equipment, tools, and machinery that it has available to perform the work outlined in this RFP.

#### 7.2 Contractor's Qualifications and Experience

In this section, the Contractor will describe why it is uniquely qualified to perform the work outlined in this RFP. The Contractor shall reference those situations or work assignments, where services similar to those proposed within this RFP have been performed for other utilities. The Contractor shall also provide contact information for each client including, client name, individual's name closest to the project, telephone /

fax numbers, web addresses, the scope of services provided, effective dates of the contract(s) with this client, and the annual contract cost.

The Contractor shall provide a narrative on the benefits of a leak detection program and how it aligns with a comprehensive approach to Non-Revenue water reduction. Further, the Contractor shall discuss how the data generated from the program can be used to support capital planning, and other water efficiency programs. Within the narrative, the Contractor shall discuss any unique technologies, business approaches / models, information technology, and tools it has developed and is deploying within the United States that would benefit the Owner.

### 7.3 Contractor's Organization, Key Personnel, and Point of Contact

In this section, the Contractor will present their respective organizational chart indicating all key personnel who will be actively associated with this project, and their specific roles. The Point of Contact for this contract shall be identified as well as methods proposed to ensure responsiveness to Owner requests. Resumes for all key personnel shall be provided in sufficient detail in order to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor. The Contractor shall state each individual's ability to competently perform (or oversee) the technical components of the work, specifically the engineering and GIS support, field personnel, and administrative support.

### 7.4 Contractor's Financial Health

In this section the Contractor will present a financial overview of their organization and shall include the firm's name, address, phone and fax numbers, history, appropriate state and federal registration numbers; and the name, title, address, and phone number of the firm's authorized representative for the proposal. The firm's most recent audited financial reports for the past three (3) years shall be appended to the proposal.

## PART II: Cost Proposal

Part II of the Contractor's proposal shall present the cost elements of the proposal. This Schedule will serve as the basis for reimbursement to the Contractor for services rendered specific to the services contained in this RFP. The Contractor must complete the Cost Proposal Form included in this RFP.

## 8 CONTRACTOR SELECTION PROCESS

8.2 The Owner will evaluate all proposals submitted. The Owner expressly reserves the right to reject all proposals received. Furthermore, the Owner expressly reserves the right to reject any and all proposals for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver shall be at the discretion of the Owner, to the advantage of the Owner, and in the Owner's interest.

8.3 The Owner will conduct a preliminary evaluation of all proposals on the basis of the information provided in the technical proposal. The Owner reserves the right to make on-site visitations to assess the capabilities of individual Contractors and

to contact references provided with the proposal. In addition, the Owner may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarifications. Following the review of technical proposals, the Owner shall conduct a similar review of cost proposals.

- 8.4 Based upon the results of the evaluation, a ranking will be established. The Owner may elect to interview the top ranking Contractor(s). The Owner will consider the following attributes of each Contractor's proposal in making this determination. Contractors shall not construe the order of these attributes as a measure of their relative importance in the evaluation.

Contractor's qualifications and experience (pursuant to criteria in Section 6.2.2)	12 Pts.
Full points for 10 or more years of documented experience. (9) points for 6 — 9 years of experience. (6) points for 3 — 5 years experience. No points for less than 3 years experience.	Deduction
Contractors organization, key personnel, and point of contact (pursuant to criteria in Section 6.2.3 .	12 Pts.
Full points for complete documentation and disclosure of all three key components. (4) point deduction for omission or failure to fully disclose each of the key components.	Deduction
Contractors understanding of the Program (pursuant to criteria in Section 6.2.1 )	12 Pts.
Full points for complete documentation and disclosure of all three key components.  (4) point deduction for omission or failure to fully disclose each of the key components.	Deduction
Contractor's financial health. (pursuant to criteria in Section 6.2.4)	12 Pts.

Full points will be given to the strongest balance sheets based on an average of the three years Total Debt ratio. (4) point deduction taken for all others. (6) point reduction for failure to disclose 3 years records.	Deduction
Contractor's cost proposal	40 Pts.
Lowest cost given full points. Second lowest (35) points. Each additional lower successive offer will be reduced by (10) points.	Deduction
Overall responsiveness to this RFP.	12 Pts.
Full points for completeness of all aspects of proposal. (2) point deduction for proposal elements incomplete or omitted elements of the proposal or insufficient response to any required elements.	Deduction
Maximum possible points	100 Pts.

8.4 The Owner will enter into negotiations with the highest ranked Contractor. The Contractor and the Owner may negotiate any changes desired in the RFP, if deemed in the best interest of the Owner. If a satisfactory proposed agreement cannot be negotiated with the highest ranked Contractor, negotiations will be formally terminated. Negotiations will then be undertaken with the second most qualified Contractor and so on until an agreement is reached or the Owner formally rejects the remaining proposals or cancels the solicitation process.

## 9 INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary



for their proper protection in the prosecution of the work. The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Owner.

Certificates of insurance shall state that thirty (30) days written notice will be given to Owner's Officials before the policy is canceled or non-renewed. No Contractor or sub-contractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by Owner's Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the Owner as additional insured. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

#### 9.2 Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation and Employer's Liability in the amount of \$1 Each Accident, \$1 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

#### 9.3 Contractor's Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: coverage in the amount of \$1 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products / completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be

- allowed. The Comprehensive General Liability policy carried by both the prime and the sub-contractor shall be maintained by the contractor for at least two (2) years after completion of services.

#### 9.4 Automotive Liability

The Contractor shall maintain Automobile Liability Insurance in the amount of not less than \$1 combined single limit for bodily injury or property damage liability to protect it from any and all claims arising from the use of the following:

9.4.1 Contractor's own automobiles and trucks

8.4.2 Hired / leased or rented automobiles and trucks

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

#### 9.5 Pollution Liability

This insurance shall cover Pollution Liability in amounts of at least \$10,000,000. INCLUDE A COPY OF CONTRACTORS POLLUTION LIABILITY INSURANCE CERTIFICATE.

#### 9.6 Contractor's Professional Liability

This insurance shall cover Contractor's Professional Liability in amounts of at least \$2,000,000.

#### 9.7 Umbrella Liability

Umbrella or Excess Liability police in amounts of at least \$10,000,000 shall be provided.

COST PROPOSAL PRICING FORM

City of Flint, MI

CONTRACT FOR SERVICES LEAK DETECTION SERVICES RFP#

\_\_\_\_\_

1. Acoustic Leak detection Services

Weekly Rate (based upon definition and criteria of Section 2.1.8) — With Not to Exceed

\$ \_\_\_\_\_

2. Other Services As Requested

\$ \_\_\_\_\_