

**CITY OF FLINT**  
**FINANCE DEPARTMENT - DIVISION OF PURCHASES AND SUPPLIES**

City Hall  
1101 S. Saginaw Street, M203 – Flint, Michigan 48502  
(810) 766-7340 FAX (810) 766-7240 [www.cityofflint.com](http://www.cityofflint.com) TDD 766-7120



**Dr. Karen W. Weaver**  
Mayor

**REQUEST FOR PROPOSAL**

**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.:**      16000540

**SCOPE OF WORK:**

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

**Municipal Water Distribution System Optimization Engineering Services**

Per the attached additional requirements.

If your firm is interested in providing the requested goods or services, please submit one (1) original and one (1) copy of your detailed proposal to the City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, **Thursday, April 14, 2016 @ 3:00 PM (EST)**. Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Proposals must be in a sealed envelope clearly identifying the proposal name and number. Faxed proposals into the Finance Department - Division of Purchases and Supplies are not accepted.

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

Any questions regarding the proposal process may be directed to Bryan D. Bond in writing by no later than 4/8/16 to [bdbond@cityofflint.com](mailto:bdbond@cityofflint.com).

Sincerely,

A handwritten signature in blue ink that reads "Bryan D. Bond".

**Bryan D. Bond**  
Finance Department - Division of Purchases and Supplies

## INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Proposers are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Proposer finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Proposer is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Proposers. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing Department before any Pre-Bid Question 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 Proposal, 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 Proposer must include the following items, or the bid may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Proposals must be submitted to the Finance Department – 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 Proposer's responsibility to insure that its proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposer 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) Proposals 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 Proposer's name.
  - d) Submission of a proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the Request for Proposals (RFP), and that the Proposer 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 is the Proposer's sole responsibility; no pre-bid costs will be reimbursed to any Proposer. 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:** Proposer shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. 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 proposal, the City of Flint will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) proposal from any Proposer 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 proposal will be considered, or at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals 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 Proposal 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 Proposer 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) **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Proposer. Each signature represents binding commitment upon the Proposer to provide the goods and/or services offered to the City of Flint if the Proposer 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, group of items, or total proposal to the lowest responsive, responsible Bidder. The Proposer to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Proposer at the address designated in the proposal 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 bids 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 Proposer 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:** Proposers who receive this RFP but who do not submit a proposal should return this RFP package stating "No Proposal" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Proposer's name from all bid lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals 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 agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor'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 his 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 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.
- 14) **PROPOSAL HOLD:** The City of Flint may hold proposals for a period of one hundred twenty - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers 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:** Proposer 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 proposer 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:** Proposers/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 proposer 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 proposer by him/her or by others employed by him/her and working under his/her direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the proposer maintaining his/her 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. Proposer, 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 proposer acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents 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 he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other proposer.
- 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:** Contractor 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) **PREVAILING WAGE:** If applicable, the successful proposer providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution. The prevailing wage information is available on the city's website @ [www.cityofflint.com](http://www.cityofflint.com).
- 29) **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.
- 30) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of poposer'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.
- 31) **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.
- 32) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.

- 33) **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.
- 34) **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other 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 Contractor'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 Contractor 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.
- 35) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 41) **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.

- 42) **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.
- 43) **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.
- 44) **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.



## **REQUIREMENTS**

### **Water Distribution System Optimization Plan Request for Proposal**

## **SCOPE OF WORK**

### **INTRODUCTION**

The City of Flint, MI (“Flint”) is soliciting Request for Proposals (“RFPs”) from professional civil engineering firms to develop a Water Distribution System Optimization Plan (“The Plan”).

The engineering services desired include, but are not limited to, assessment of Flint’s current practices; development of recommendations and best practices; completion of a gap analysis between Flint’s current practices and recommended best practices; development of “standard operating procedures” (SOPs); assessment of staffing and other budgetary and resource needs associated with recommendations; development of implementation guidelines and performance metrics; development of short, medium and long term optimization plans, and; coordination with the Michigan Department of Environmental Quality (MDEQ), Environmental Protection Agency (EPA), and other entities involved in addressing other elements of the Flint’s corrective measures associated with the EPA’s January 21, 2016 consent order.

### **BACKGROUND**

Flint is a Michigan municipality which owns and operates a water utility and distribution system responsible for delivering drinking water, and collecting wastewater, for approximately 100,000 people. This distribution system has approximately 500 miles of water main, 4,000 hydrants, and 9,000 distribution system valves that are operated and maintained by 25 water utility employees. The distribution system consists of one pressure zone with four ground and one elevated storage tanks and four pumping stations.

Flint has entered into an agreement to be part of the newly established Karegnondi Water Authority (“KWA”) once its pipeline is completed. The KWA pipeline will provide raw water from Lake Huron to Flint’s Water Treatment Plant. It is anticipated that this new water supply will be available in 2017. Upon completion of this pipeline, the Water Treatment Plant will treat Lake Huron River water and provide drinking water directly to Flint’s customers.

Flint is currently under a consent order from the EPA, which includes multiple measures associated with mitigating and/or preventing pipe corrosion, as well as lead exposure,

and other contaminants from entering its water distribution system. Flint is engaging in multiple activities to address these issues. One of those activities is developing a plan for optimizing operation and maintenance of its distribution system.<sup>1</sup> As such, Flint is seeking to enter an agreement with an engineering firm (“Consultant”) to address the ongoing concerns with and optimize the operation and maintenance of its water distribution system.

## PROGRAM MANAGEMENT

The Consultant will be responsible for managing and coordinating all work identified in this RFP’s Scope of Work. Several elements in this RFP are associated with work that is being performed or scheduled to be performed by third parties as outlined in Table 1. It will be Consultant’s responsibility to coordinate with these third parties and incorporate appropriate elements of the ongoing work into to Distribution System Optimization Plan identified in this Scope of Work.

**Table 1: List of relevant activities in Flint, MI**

<b>Paragraph or Task #</b>	<b>Description</b>
<b>Emergency Administrative Order *</b>	
52	Task force recommendations (also listed below)
59	Plan and schedule for optimal corrosion control, and monitoring plans for regulatory compliance
60	Completion of corrosion control study for new sources
61	Demonstrated capable and qualified personnel
62	Distribution system water quality optimization plan
63	Expert panel for treatment, sampling, and distribution system operation
<b>Safe Drinking Water Task Force Recommendations **</b>	
5	Corrosion control treatment optimization studies
7	Lead service line pipe scale assessment
8	Sequential sampling of drinking water at tap
10	Distribution system optimization activities
13	Residential/commercial drinking water testing
14	Distribution system modeling
15	Sentinel site and LCR compliance sampling
<b>State of Michigan Flint Water System – Project Plan and Reliability Study, Planning, and Support</b>	
3	Update Water Reliability Study
4	Comprehensive Asset Management Plan

\* <http://www.michigan.gov/flintwater/0,6092,7-345--376646--,00.html>

\*\* [http://www.michigan.gov/documents/flintwater/Deficiency\\_1\\_EPA\\_Response\\_02\\_29\\_2016\\_2225\\_515773\\_7.pdf](http://www.michigan.gov/documents/flintwater/Deficiency_1_EPA_Response_02_29_2016_2225_515773_7.pdf)

<sup>1</sup> Other currently on-going activities associated with the EPA’s consent order are included in Table 1.

## ASSESSMENT OF CURRENT PRACTICES

The Consultant will assess and tabulate current practices utilized by Flint to manage, operate, and maintain its water distribution system. The assessment must include, but is not limited to, the following elements: water quality monitoring, documentation and analyses of water quality data, water quality goals, disinfection residual management and optimization, regulatory sample site selection, pressure management, internal and external corrosion control, water quality complaint handling and customer service, valve and hydrant exercising and replacement, water storage and pump station operation and maintenance, hydrant flushing, cross connection and backflow prevention, meter testing and replacement, main break management, water system security, water main construction practices, water distribution pipe rehabilitation and replacement, employee training and leadership development, water age modeling, water loss control, emergency management, operational and CIP budgets. Additional operational parameters should also be identified in the response to this RFP. The Consultant will utilize AWWA's Distribution Systems Operation and Management G200-15 and the Partnership for Safe Water's Self-Assessment Guide for Distribution System Optimization as resources for completing a comprehensive assessment of current practices. The Consultant will also review data being produced from the efforts outlined in Table 1 for use in these evaluations.

The current on-going efforts for design and operation of the water treatment plant are not included in this RFP.

## ASSESSMENT OF ASSET MANAGEMENT PLAN

The Consultant will review and evaluate Flint's water system asset management plan and associated planning, operation, and funding practices. The Consultant will evaluate Flint's calibrated hydraulic model for short term and long term distribution system asset management.

## DEVELOPMENT OF BEST PRACTICES

The Consultant will develop a matrix of "best practices for all of the elements identified in the Assessment of Current Practices and the Assessment of the Asset Management Plan ("Best Practices"). The Consultant will recommend and implement Best Practices for Flint's current and future operation of its water distribution system. Best Practices must be based on current industry standards, as well as state and federal laws and regulations. The Consultant will include in this analysis an estimated staffing and resource level necessary to properly implement the recommended Best Practices. The Consultant should also identify any and all constraining factors which may limit Flint's implementation of these Best Practices.

## GAP ANALYSIS

The Consultant will complete a “gap analysis” that compares Flint’s current practices with established industry best practices. This analysis will include a prioritization of all identified gaps and identify resources required to bridge the gaps. These gaps will then be prioritized based on risk mitigation principles.

## ASSESSMENT OF CORROSION CONTROL TREATMENT

The Consultant will develop an Assessment Program (“Assessment Program”) to ensure that corrosion control treatment is optimized and corrosion is mitigated across Flint’s entire distribution system. This Assessment Program will include an assessment of the impact on premise lead and copper levels, and corrosion of cast iron pipes. In addition, the Assessment Program will include the identification of the appropriate water quality parameters, locations, and monitoring frequencies to continually assess corrosion control practices.

The Consultant’s Assessment Program will also develop procedures for evaluation of the data including control charting and appropriate statistical evaluations to identify data trends and the establishment of action levels. The Assessment Program will also identify corrective measures that need to be taken when the data is outside of acceptable levels or data trends indicate a potential issue. This Assessment Program will be developed to assess the corrosion control plan’s effectiveness over the short term as the current corrosion control program is being established, as well as identify any modifications to the plan to ensure an effective corrosion control program is maintained. Similarly, the Assessment Program will identify modifications to the plan to achieve and maintain effective long term corrosion control to accommodate future transition of source water (KWA and/or back up source) and treatment at Flint’s Water Treatment Plant considering existing data and ongoing and previous studies.

The review and comment on the current on-going efforts for design and operation of the water treatment plant are not included in this assessment. However this information and the information obtained from the projects identified in Table 1 may inform the development of the program to assess the effectiveness of the corrosion control treatment program.

## STANDARD OPERATING PROCEDURES

The Consultant will review and inventory all of the SOPs associated with Flint’s distribution system operation and management. The Consultant will update all SOPs to be consistent with Best Practices. Where a divergence from Best Practices is recommended, the rationale must be documented along with any constraints. Where

elements identified in the Assessment of Current Practices are missing SOPs, Consultant will develop these SOPs along with recommendations on a program for continual review, updating, training, and sign-off, of Flint's SOPs

### TRAINING AND CONTINUING EDUCATION

The Consultant will review the training and licensing of water distribution system management, operations, and maintenance staff and the MDEQ's operator certification program. As part of this review, the Consultant will make recommendations on a training curriculum for managers, operations, and maintenance staff to ensure that they stay current with the continuing education requirements of applicable licenses. The curriculum should include specific courses that all personnel should have as part of a core curriculum as well as estimated costs for attendance. The curriculum must include emphasis on water quality maintenance and protection.

### PERFORMANCE METRICS

The Consultant will develop performance metrics that can be used by Flint to continually evaluate its progress toward optimizing its water distribution system. The Consultant will consider the Distribution System Optimization performance metrics from EPA's Area-Wide Optimization Program, AWWA's Partnership for Safe Water, and other pertinent programs as resources.

### DEVELOPMENT OF OPTIMIZATION PLAN

The Consultant will develop a sustainable distribution system optimization plan for Flint. The Plan must enable Flint to meet or exceed industry best practices. The Plan will identify short term and long term goals. Within each term, goals should be prioritized using decision-making criteria developed by the project team. Criteria may include such items as impact on water quality, protection of public health, cost, return on investment, improvement of customer service, and reliability.

### PROJECT REQUIREMENTS

Consulting services to be provided require the Consultant to:

1. Coordinate, facilitate and/or attend project-related meetings. It should be anticipated that monthly progress meetings will be required in addition to any other specific meeting identified by the Consultant necessary to complete their scope of services.
2. Coordinate and work effectively with the public and regulatory agencies.

3. Provide technical assistance and training to Flint staff to obtain information for the Assessment of Current Practices and the Assessment of the Asset Management Plan, present results, train/educate staff on new and revised SOP.
4. Lead and conduct up to [REDACTED] public meetings to present results and recommendations to City officials and regulatory agencies.
5. Provide and distribute minutes from all project and public meetings.

## RESOURCES

Flint will provide its Master Plan and copies of current SOPs upon request. Please see Table 1 for a listing and description of other optimization and related efforts being performed by other parties that not included in this RFP.

## **MINIMUM INFORMATION REQUIRED EVALUATION CRITERIA**

Respondents to this RFP should organize proposals ("Proposals") into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope)
- E. Authorized Negotiator

The elements that should be included in the sections of your Proposal are further described below. Included are applicable point values for each section that will be used for evaluation of the proposals. All Proposals must be in writing.

### A. Professional Qualifications – 25 points

#### The Proposal must:

1. State the full name and address of your organization and, if applicable, the branch office or other subordinate entity that will perform, or assist in performing, the work described within this RFP. Indicate whether your organization operates as a sole proprietorship, partnership, limited liability company, or corporation. If as a corporation, include the state in which it is incorporated. If appropriate, indicate whether it is licensed to operate in the State of Michigan.
2. Include the number of executive and professional personnel by skill and qualification that will be employed in the Project. Indicate where these personnel will be physically located during the time they are engaged in the Project. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this Project by name and title. Resumes or qualifications are required for proposed project personnel who will be assigned to the Project. Qualifications and capabilities of any sub-consultants must also be included. The proposal should also include the amount of time or percentage of project each individual will devote to project.

### B. Past involvement with Similar Projects - 25 points

The Proposal must include a list of specific experience in the projects similar to that set forth in this RFP. It must indicate proven ability in developing detailed distribution system

optimization plans and implementing similar projects for the firm and the individuals to be involved in the project.

As outlined above, specific interest will be directed toward past experience in completing corrosion control studies that included Consultant providing recommendations to water utilities in their development of a corrosion control plan. Consultant's past experience must include a high level of proven expertise in corrosion control methods and systems, as well as developing and implementing practices to achieve optimal corrosion control in a water distribution system. This factor will constitute a large portion of the score in this category. Likewise, Consultant's previous involvement with utilities that were engaged in the AWWA's Partnership for Safe Water, or EPA's Area Wide Optimization Program will be considered positively.

Respondent's Proposal must also indicate proven ability to complete past projects within or under budget. Consultant must include in this section a summary of related projects with the original deadline and cost estimate compared to the actual completion date and final cost of the project. The section should also include a complete list of client references for similar projects recently completed. The list must include the client's name project title, and contact information including, owner name, address, and phone number.

### C. Proposed Work Plan – 40 points

In keeping with the objective, description, requirements, and the Consultant's tasks as previously indicated in this RFP, Consultants submitting proposals must outline, in detail, the manner in which the consultant will work with Flint to fulfill the it's needs.

The outline or Work Plan, at a minimum, must address:

1. Staffing and personnel.
2. Communication and coordination.
3. Working relationship between Consultant and Flint staff.
4. Information which will assist Flint in determining the Consultant's capability of performing the work.
5. A detailed Work Plan ("Work Plan") that develops and adds details to the Scope of Work as framed in this RFP. The Work Plan should specifically describe the Consultant's approach to executing the Scope of Work set forth in this RFP. It should identify a specific timeline that includes meetings, workshops, reports, training activities, and the proposed content of each. The Work Plan should specifically identify the data needs that the Consultant will require to execute their plan and expected staff time and other resource needs from Flint, its officials, and employees. All elements to be evaluated must be described in detail, as well as the means and



methods that Consultant will use to evaluate them. Decision analysis tools that will be used to prioritize the results must be described as well as proposed criteria for developing the priorities. Optimization plan templates must be included in the Work Plan that illustrate how the plan content and recommendations will be presented to stakeholders.

6. Additions to the proposed Scope of Work that add value to the project and meet the intent of the Scope of Work as described in this RFP.

7. Subtractions from the proposed Scope of Work that the Consultant believes do not add value or meet the project intent.

D. Fee Proposal - 10 points

**Fee proposals must be submitted in a single separate sealed envelope with the proposal. Any proposal not complying with this requirement will be subject to disqualification.**

All fee proposals must include the names, title, hourly rates, overhead factors, and any other details by which Respondent derives the overall project and specific element costs. The fee proposal is to relate in detail to each item of the proposed work plan, including the Respondent-suggested project elements and Respondent-suggested contingencies, if any.

The total fee proposal may be adjusted after negotiations with Flint and prior to signing a formal contract, if justified.

E. Authorized Negotiator

Include the name and phone number of persons(s) in your organization authorized to negotiate the Scope of Work with Flint.

## **Proposal Evaluation**

1. The Selection Committee will evaluate each proposal by the above described criteria and point system (A through C) to select a short list of firms for further consideration. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The Committee may contact references to verify material submitted by the Respondents. Flint will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.
2. If needed, the Committee then will schedule the interviews with the selected firms. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal. The interview must include the Project team members expected to complete a majority of work on the Project. The interview will consist of a presentation of approximately thirty (30) minutes by the Respondent, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The oral interviews may be recorded on tape by the Evaluation Team.
3. The Respondents interviewed will then be re-evaluated by the described criteria (A through D) and adjustments to scoring will be made as appropriate.  
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4. After evaluation of the proposals, Flint may pursue further negotiation with the selected Respondent, leading to the award of a contract by Flint, if Flint receives suitable proposals.

Flint reserves the right not to consider any proposal which is determined to be unresponsive and deficient in any of the information requested for evaluation.

Flint will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:**

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

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

Payment Terms: \_\_\_\_\_ Delivery Dest.: \_\_\_\_\_ Fed. ID #: \_\_\_\_\_  
(All Freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent): \_\_\_\_\_  
(Printed)

ADDRESS : \_\_\_\_\_

CITY/STATE/ZIP : \_\_\_\_\_

PHONE : \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL : \_\_\_\_\_

PRINT NAME and Title : \_\_\_\_\_  
(Authorized Representative)

SIGNED : \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Representative)

**Please submit original documents plus one copy.**

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online at <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

**CITY OF FLINT, MICHIGAN  
AFFIDAVIT**

AFFIDAVIT FOR INDIVIDUAL

STATE OF .....

S.S.

COUNTY OF .....

..... being duly sworn, deposes and says that he is 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 he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure to himself any advantage over other bidders.

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

.....

My Commission expires ....., 20.....  
\*Notary Public, .....County,.....

FOR CORPORATION

STATE OF .....

S.S.

COUNTY OF .....

..... being duly sworn, deposes and says

that he 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 he 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 he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner sought by collusion to secure to himself 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.....,

.....

My Commission expires....., 20.....  
\*Notary Public, .. County,.....

FOR PARTNERSHIP

STATE OF.....

S.S.

COUNTY OF .....

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

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

.....

\*Notary Public, .....

County,.....

My Commission expires ....., 20 .....

FOR AGENT

STATE OF .....

S.S.

COUNTY OF .....

..... being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of .....  
....., the bidder therein named, he 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 he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself 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 Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.