



CITY OF FLINT

Department of Purchases & Supplies

Dr. Karen Weaver
Mayor

Derrick F. Jones
Purchasing Manager

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., RM 230
FLINT, MI 48502

Proposal No. 18-542

SCOPE OF WORK:

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

PROGRAM MANAGEMENT SERVICES

If your firm is interested in providing the requested services, please submit 1 original and 6 copies (if proposal is bound, please send 5 unbound copies) of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St. Rm. 230, Third Floor, Flint, MI, 48502, by **Thursday, June 29, 2017** before 3:00 PM (EST). Please note: all detailed proposals received after 3:00 PM (EST) will not be considered. Faxed or electronic mail proposals into the Purchasing Department are not accepted.

A mandatory pre-bid meeting will be held on **Wednesday, June 7, 2017 @ 2:00 PM (EST)** at City Hall, 1101 S. Saginaw St., Flint, MI 48502 in McKenzie Conference Rm. located on the second floor of City Hall. This will be the only venue that potential vendors will be able to have a face-to-face conversation with City Staff. This venue will also allow vendors to ask any questions concerning this project.

The City of Flint may hold proposals for a period of 120 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award. The City of Flint reserves the right to waive any irregularities and accept or reject any or all bids submitted.

The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted. The City is an equal opportunity employer.

The successful bidder 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. 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.

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.

Bidder shall protect against expense of any nature, shall bear costs of any suits which arise, and shall pay all damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

Bidder is not permitted to take advantage of any obvious errors or omissions in specifications. The City reserves the right to reject any or all proposal, or to accept any bid which will best serve its interests.

The Director shall not knowingly accept the bid of a vendor /contractor who is in default on the payment of taxes, licenses, fees or other monies due the City. Purchase agreements with bidder who are found to have been in default at the time of award of such agreement shall be voided.

The bidder 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 bidder.

Any questions regarding this proposal should be directed to Derrick Jones via e-mail @ djones@cityofflint.com by June 16, 2017 before 5:00 PM. Responses to any questions received will be posted on the City's website under this proposal number no later than Wednesday, June 21, 2017 as an addendum.

Sincerely,



Derrick F. Jones
Purchasing Manager

Enclosure

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

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.**
- 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 Purchasing Department, City of Flint, 1101 S. Saginaw Street – Room 230, 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 PROPOSALS:** 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" the following additional factors shall be considered, among others, in determining whether or not a proposed contractor or vendor is the "most responsible" and/or "most qualified" bidder:

All costs incurred by the City of Flint, or other governmental entities, in contested Change Orders by the contractor; Any litigation in which the contractor was involved with the City of Flint, or other governmental entities, relative to contract performance; Any failure of the contractor to meet bid specifications, or time limits, in previous contracts; The abandonment of a contract, or refusal to perform without legal cause after the submission of a bid; A record of bidding errors, or omissions, in two or more bid submissions in a thirty-six (36) month period; A record of failure to perform, or unsatisfactory performance of two or more contracts within a thirty-six (36) month period; Use of inadequate equipment, lack of expertise, or insufficient personnel to complete the proposed contract; A record of safety violations in two or more contracts within a thirty-six (36) month period; Conviction of a criminal offense as an incident to obtaining, or attempting to obtain, a public or private contract, or subcontract, or in the performance of such contract, or subcontract, within a ten (10) year period; Conviction of a criminal offense, within a ten (10) year period, of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicative of a lack of business integrity, or business honesty, which might affect responsibility as a municipal contractor; Conviction of state or federal antitrust statutes within a ten (10) year period arising out of the submission of bids and/or proposals; and, Any other cause that the City of Flint determines to be so serious and compelling as to affect responsibility as a municipal contractor, including debarment or similar.
- 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 State Emergency Manager's 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) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- 12) **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) **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.
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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.
- 25) **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.

26) **PREVAILING WAGE:** 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/purchasing. Prevailing wages are not applicable to this request.

27) **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.

28) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of proposer'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.

29) **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.

30) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.

31) **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.

32) **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.

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

Insurance Requirements

Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

(d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

Proposal Submission and Timeline

Release date: Tuesday, May 30, 2017 by 5:00 PM (EST)
 Proposal Due Date: Thursday, June 29, 2017 by 3:00 PM (EST)
 Submit to City: 1 printed, signed, original proposal and signed addenda,
 5 unbound copies of proposal.

Send to:
 City of Flint
 Department of Purchases & Supplies
 1101 S. Saginaw St., Rm. 203
 Flint, Michigan 48502

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Derrick F. Jones 810 766-7340 djones@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. An addenda to this RFP 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.

Listed below are estimated dates and times of actions related to this request for proposal (RFP) that the City has developed. This timeline is only serving as a guide and once the City has selected a Contractor it may be revised.

Milestone	Timeframe
RFP issuance and release	Tuesday, May 30, 2017 before 5:00 PM (EST)
RFP posted to City's website	Tuesday, May 30, 2017 before 5:00 PM (EST)
Pre-bid meeting	Wednesday, June 7, 2017 @ 2:00 PM (EST)
Submission of questions concerning RFP from potential vendors after pre-bid meeting	Friday, June 16, 2017 before 5:00 PM (EST)
City to issue an addendum to respond to any questions received and/or any outstanding issues.	No later than Wednesday, June 21, 2017 before 5:00 PM (EST)
Proposal Due Date	Thursday, June 29, 2017 before 3:00 PM (EST)
Review of proposals	July 3, 2017 – July 7, 2017
Conduct interviews with top vendors (if required)	Week of July 10, 2017
Submit selected vendor to City Council for review and approval	No later than Thursday, July 20, 2017 for Council consideration on Monday, July 24, 2017
If approved by City Council, selected vendor recommendation will be presented to RTAB for review and final approval	No later than Wednesday, August 9, 2017
If approved, contract will be assembled for execution by all parties	Week of August 21, 2017
Selected vendor will start	August 28, 2017 or upon mutual agreement

Introduction

The City, incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of approximately 99,000. The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- Council form of government since November 4, 1975, when the present charter was adopted. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (no term limits), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing committees, and other responsibilities as outlined in the City's Code of Ordinances. The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term, in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day-operations for the municipality. On November 29, 2011, the governor of Michigan appointed an emergency manager, pursuant to Public Act 4 of 2011, to handle all of the day-to-day operations for the City. Considerable progress was made in reducing the deficit, whereas by June 30, 2015 a positive fund balance was realized. As a result of many financial achievements of the City, Governor Snyder has declared that the City's financial emergency has been resolved. With oversight from a receivership transition advisory board (RTAB), City operations have been partially returned to the Mayor and Charter-designated leaders. The vast majority of the City's approximate 600 employees are represented through collective bargaining. There are six collective bargaining units, including AFCME 1600, AFSCME 1799, Flint Police Officers Association (representing Police Officers, Sergeants, and command Captains and Lieutenants) separately, plus the International Association of Fire Fighters (IAFF).

While financial challenges remain, the focus is now on rebuilding the organization in order that it can re-establish a leadership role in making Flint an attractive place to live, work, study, and visit. The City has adopted a comprehensive 60-year Master Plan, providing the view for the future of the City of Flint.

I. General Information

A. Background

Flint, Michigan is located in Genesee County and it comprises the fourth largest metropolitan area in the state. Since 2014, the City has experienced several water quality related issues in its water system. These issues are being addresses through a number of operational enhancements and capital projects. Recently, the City has recommended its future long-term and back-up water sources - Great Lakes Water Authority and Genesee County Drain Commissioner, respectively. The City has identified a number of capital improvement projects related to this water source recommendation. Additionally, several other projects are required to improve water system metering, distribution, pumping, administration and customer service so that the City can supply its customers with a reliable, high quality drinking water source.

The capital projects and estimated total project costs included in this Program are as follows:

- Water Meter Replacement with AMR/AMI - \$11M
- Dort Reservoir Pumping Station and Cedar Street Pump Replacement - \$5M
- Flint Backup Water Source - \$12M

- Northwest Transmission Main Replacement - \$12M
- Lead Service Line Replacement (Phases 4, 5 and 6) - \$130M
- Distribution System WQ Monitoring - \$2M
- Consolidation of Flint Operations - \$TBD
- Small Main Replacement - \$30M (five years)

Projects may be added to or deleted from this list at the discretion of the City.

Several of the above projects are being developed, in part, by an on-going evaluation of the water distribution system. Planning and/or design work has been initiated for some of these projects. The timeline for constructing facilities identified for this program is expected to range from 3 to 5 years.

A majority of the funding of these projects will be derived from WIIN/DWRF funding grants being managed by the State and other grant awards.

B. Definitions

The following definitions apply to this RFP and the transaction between the City and the selected submitter unless otherwise designated in the contract. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) "City" means and refers to the City of Flint, Michigan
- (2) "Company" or "Firm" means and refers to any submitter, whether such submitter be a corporation, company, sole proprietor, partnership, company, or any other entity legally defined or recognized under the laws of the State of Michigan.
- (3) "Project Review Committee" means a committee established by the City to review and score the submitted proposal.
- (4) "Submittal" or "Submission" refers to a response submitted to this RFP.
- (5) "RFP" means and refers to this particular enumerated Request for Proposal.
- (6) "Selected Firm" means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services requested in this RFP.
- (7) "Submitter" or "Vendor" means a firm that submits a statement of qualifications in response to this RFP.
- (8) "GLWA" refers to the Great Lakes Water Authority
- (9) "WTP" means Water Treatment Plant
- (10) "GCDC" refers to the Genesee County Drain Commissioner

II. Requested Services

A. Scope of Services

The City of Flint is seeking to enter into a contract with one (1) prime consultant to provide program management services to implement and oversee the above referenced projects. Tasks 1 through 8 generally summarize the requested scope of work. The specific projects and associated program manager responsibilities are outlined after Task 8.

Task 1 –Project Delivery

Objective - Develop and maintain a master schedule for the delivery of projects that takes into consideration the following items:

- Priority of project – based on legal, operational, customer service and other criteria
- Status of project – extent of planning and/or design completion
- Complexity of projects
- Extent to which projects are inter-related or interdependent
- Needs of the community and interests of all stakeholders
- Best practices
- Project risk
- Project funding approvals
- Local and State project approvals

In addition to developing a master schedule for the delivery of the projects, services will include:

- Determining the most cost-effective, efficient and appropriate delivery method for each project such as “Design-Bid-Build”, “Design-Build”, “Competitive Sealed Bids”, and “Competitive Sealed Proposals”
- Developing processes and procedures for alternative delivery methods (if selected)
- Minimizing problems, delays and change orders
- Managing risk to the City

The object of maintaining an overall master program schedule is to allow the City of Flint to efficiently manage the program in its entirety with respect to schedule, resources, and costs. The schedule will allow the City (and its consultant) to proactively manage individual projects as well as the overall program schedule and identify issues and opportunities for time and cost savings. The information develop under this task will also be used to facilitate communication with stakeholders external to the City including funding agencies.

Also, the consultant will be required to develop project templates for the various project types and delivery methods, including activities tracking of environmental permitting, right-of-way acquisition, utility relocation coordination and other critical project components. The development of project templates and customization of individual projects will be coordinated with the City.

The objective is to maintain accurate, up-to-date individual project and master program schedules. The schedules will be used to manage production, identify opportunities, develop action items and recovery plans for problem projects, and to provide value engineering recommendations and constructability analysis to expedite project delivery. The City Administration may request the vendor to begin training City personnel to take over the scheduling task after the second year of the program.

Task 2 – Budget Administration

Objective - Analyze project costs and develop a plan for ensuring each project budget is maintained, including:

- Efficiencies associated with “bundling” certain projects
- Analyze market for assure appropriate costs of materials and labor
- Work with City finance staff to address accounting issues
- Update and revise overall program budget accordingly

The objective of this task is to ensure that program stakeholders are kept up to date with project budgets and cash flow projections. This encapsulates facilitating any re-sequencing and adjustments to the project delivery timeline required to stay within fiscal constraints. A review of the projected cash flow for projects will occur on a monthly basis, subsequent to updating the overall Master Schedule.

Task 3 - Design Management

Provide design management services for projects identified by the City. Specific design management activities are listed for each project identified in Task 6. In addition to these activities:

- Coordinate any required survey, soil boring and mapping services
- Review and analyze design progress reports
- Conduct progress meetings, as needed
- Verify all project level designs (ex. 30%, 60%, 90%, 100%) are in compliance with codes and standards, regulatory and environmental requirements
- Make recommendations for process improvement
- Evaluate performance of design consultants
- Assist in constructability reviews
- Perform cost analysis and provide recommendations for cost control/ value engineering on projects
- Provide design support, as needed

Task 4 - Construction Management

Provide construction management services for projects identified by the City. Specific construction management activities are listed for each project identified in Task 6. In addition to these activities:

- Manage construction phase of projects, complying with approved scope, budget and schedule
- Review the Quality Control programs and procedures developed by the various contractors ; review the Quality Control reports and practices of the contractors
- Lead and develop all relevant procedures required to provide Quality Assurance
- Review and coordinate the traffic engineering associated with each project
- Review and analyze construction progress reports
- Provide field and quality control/quality assurance oversight
- Conduct progress meetings, as needed
- Evaluate and track performance of contractors

Task 5 - Public Relations

Provide support to the City of Flint for engagement and involvement of stakeholders through all stages of the program. Working together with the City of Flint public outreach staff:

- Provide a public communication/notification plan for projects affecting specific neighborhoods and/or larger areas of the community
- Work with City Public Information/Relations Officer with web-based information, press releases,

- announcements, interviews, presentations, and other types of educational material
- Coordinate all public meetings
- Develop web-based interface to communicate detailed program information to the public

The objective of this Public Relations task is to provide staff support to the City of Flint with respect to addressing public relations needs throughout the duration of the program.

Task 6 – Documentation for funding

The City of Flint will require support to:

- Complete the necessary paperwork, forms and applications for funding source approvals
- Compile and maintain the supporting documentation for funding applications and subsequent reviews by funding agencies
- Communicate with funding agencies

Task 7 – Carry out Successful Completion of All Projects

All projects must be successfully completed. These projects and their specific scopes are listed in Projects 1 to 7 below. For each project and the entire program, the consultant, in conjunction with the City, shall develop measures of performance. These performance measures shall be tracked for the duration of the program to ensure transparency in the progress of the program. These metrics will also form the basis for the overall program performance.

Task 8 – Complete Project Plan to Secure DWRF Funding

One of the initial tasks of the Program Manager will be the preparation of a new Project Plan to support the DWRF funding of the following (and other future) projects:

- Northwest Transmission Main Replacement
- Water Meter Replacement
- Flint Back-Up Water Source
- Dort and Cedar Street Pump Station Improvements
- Distribution System Water Quality Monitoring

The Project Plan shall be developed in compliance with the Michigan DEQ DWRF Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-DWppguide_248799_7.pdf).

On each task, the selected vendor will report to the City's Administration or a designated representative.

Project 1 – Water Meter Replacement with AMR/AMI

Description: Replace and/or interface with approximately 28,500 residential and 1,600 commercial water meters. Meter registers and remotes will be provided with data storage and cellular technology. Meter read data will be channeled through a VPN within a cellular network with the data ultimately being stored in a cloud-based database. This database will interface with the utilities billing system and allow analysis of customer water use patterns. The program manager will perform the following project activities:

- **Review Previously Developed System Needs** – Review the metering system requirements including, but not limited to, the frequency of the downloaded information for analytics, battery life, coordination with the other City systems such as billing and finance, and other issues such as backward compatibility during the implementation of the new system. This evaluation may also include the need for remote shutdown of service and tamper proof measures to reduce water theft.
- **Review Procurement Documents** – Provide an evaluation of procurement documents that have been developed for the proposed metering system and determine whether they are compatible with the system needs.
- **Review On-going Meter Program for Lessons Learned** – In July 2015, the City contracted with Metron-Farnier and H2O Utility Services to provide to install a limited number of new water meters. Meet with these vendors, City Public Works staff, and City finance and billing staff to identify lessons learned, and clarify City preferences.
- **Develop Final System Specifications** – Finalize specifications for the recommended system.
- **Prepare Final Bid Documents** – Finalize the bid/procurement documents used to advertise and select the new metering system and its installation. The bid documents will be forwarded to the City's Purchasing Department for final review and dissemination.
- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation.
- **Property Owner Installation Support** – Schedule and perform initial property assessments, as necessary, to determine existing connection status and discuss meter locations with the property owner. Schedule the location and time for a property owner meeting and include this information in a door-to-door notification to the property owners. Also, conduct scheduled meetings with property owner groupings to discuss program and individual property owner needs and concerns.
- **Coordinate Construction Schedule** – Upon contract award, coordinate construction scheduling for the meter installation and remote end use work activities to assure continuous, accurate billing can be maintained through the meter replacement program. Coordinate meter program with the lead service line replacement installations to minimize required entries into the homes, where both are required.
- **Review Contractor Submittals** – Receive and review construction contractor shop drawing

submittals, and provide responses. Respond to contractor's requests for information/clarifications associated with the construction documents and bulletins issues during the bidding phase.

- **On-site Inspection** – Perform on-site inspections of the construction activities, including the production of daily and weekly reports from the field. Coordinate with homeowners as needed. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on the contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Conduct Progress Meetings** – Conduct progress meetings as needed.

Important benefits of this program include: replacing meters that are inaccurate or not operational thereby increasing City revenue, reducing Non - Revenue Water, reducing water theft and improving the ability to identify customer water use patterns.

Project 2 – Dort Reservoir Pumping Station and Cedar Street Pump Replacements

Description: Provide pumping facilities to facilitate use of the 20MG Dort finished water ground storage reservoir as a pump/storage facility for the Flint system. Upgrades may include either rehabilitation of the existing high service pump station or construction of a new pump station.

This project also includes the replacement of pumps and switchgear at the Cedar Street pumping station.

The Program Manager shall perform the following project activities:

- **Project Planning** – Review the pump replacement selections being recommended under the current distribution system analysis project. Review permitting requirements.
- **Conceptual Design Engineering** – Perform concept level design development (10%-30% level) for design of pump station improvements/replacement at the Dort Reservoir (including process, electrical, mechanical, controls, architectural, HVAC and structural) and the Cedar Street Pump Station (including mechanical, electrical and controls). Determine if existing Pump Station #4 should be renovated or a new pump station should be constructed to enable the use of the Dort Reservoir.
- **Design Management** – Work with City staff to select a design engineer. This will require either developing a RFP, soliciting competitive proposals and analyzing the proposal received or selecting an engineer from a pre-qualified list and negotiation an appropriate scope of work and cost. Manage/oversee the engineering design phase of the project.
- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in releasing the bid packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation.
- **Coordinate Construction Schedule** – Once a contractor is under contract, coordinate the construction scheduling of the work activities and establish a construction critical path.

- **Contractor Submittals** – Verify that construction contractor shop drawing submittals are provided to the design engineer for review and approval. Also verify that the design engineer adequately responds to contractor's requests for information related to the construction documents and bulletins issued during the bidding phase.
- **On-site Inspection** – Perform on-site inspections of construction activities that include daily and weekly reports from the field. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on the contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Facility Startup** – Work with the City of Flint and design engineer during the startup of the installed pumps and associated systems.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to complete pumping system improvements that are properly coordinated with other program efforts.

Project 3 – Flint Backup Water Source

Description: Coordinate installation of approximately 3 miles of 36/24" pipeline through Genesee County (Lewis Road). Perform a condition assessment of approximately 0.5 miles of 24" pipeline within the Flint system. Based on condition assessment results, provide sufficient hydraulic pipeline capacity (13 MGD) for the remainder of the 2 mile route from the Genesee County line to the Flint WTP site. Provide a meter vault (to Genesee County Drain Commission specifications) at the connection to the GCDC system. Provide a flow control vault/valve at the Flint WTP site for the back-up supply. Provide upgrades to the Control Station (located at the Flint WTP site) receiving flow from GLWA through the 72" pipeline. The Control Station should be equipped with a flow control valve (use of existing valve should be considered) that responds to the GLWA remote purchased water meter. Flows and system pressure from the primary and back-up supplies shall be transmitted to the Flint SCADA system. The Program Manager shall perform the following activities:

- **Project Planning** – Review the corrosion study (performed by others) to understand the appropriate GLWA/GCDC blend ratios and chemical feed requirements. Review permitting requirements required to move forward with construction. Work with Genesee County on right-of-way approvals and other requirements.
- **Pipeline Assessment** – Perform condition assessment of the existing pipeline sections used as part of the backup water supply system for the City of Flint.
- **Finalize Route Selection** – Finalize the route from the GCDC distribution system to the Flint WTP to meet water supply backup requirements.
- **Design Management** – Work with City staff to select a design engineer. This will require developing a RFP, soliciting competitive proposals and analyzing the proposal received or selecting an engineer from a pre-qualified list and negotiating an appropriate scope of work and cost. Manage/oversee the engineering design phase of the project.
- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in releasing the bid

packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation.

- **Coordinate Construction Schedule** – Upon contract award, coordinate construction scheduling for work activities. Because of the critical nature of this project, determine how construction completion can be expedited.
- **Contractor Submittals** – Verify that the contractor's shop drawing submittals are provided to the design engineer for review and approval. Also verify that the design engineer adequately responds to contractor's requests for information related to the construction documents and bulletins issued during the bidding phase.
- **On-site Inspection** – Perform on-site inspections of the construction activities that include daily and weekly reports from the field. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to provide complete and functional transmission main that maintains minimal flows to preserve water quality and has sufficient capacity for average day flow. Controls should be adequate to maintain the proper a GLWA/GCDC blend and limit maximum day/peak hour purchased water to no more than 15MGD.

Project 4 – Northwest Transmission Main Replacement

Description: Replace approximately 5.5 miles of existing transmission main from the Flint WTP site heading west across Wager Street, then south on North Saginaw St., west on Bishop St., south on DuPont St., east on Pasadena Ave., south on Iroquois St., east on Stockdale St., south on Euclid St., west on Welsh Blvd., south on Seminole St., west on Concord Ave., south on DuPont St., ending at University Ave. Replacement pipe may consist of a combination of 30", 24" and 16" ductile iron pipe.

The Program Manager shall perform the following activities:

- **Review Design/Project Planning** – Review the existing design developed for the water main replacement. Review recommendations for on-going distribution system analysis to determine hydraulic requirements. Review existing permits (expired) and determine the new permit requirements required to move forward with construction.
- **Perform Value Engineering** – Perform value engineering and review other techniques (pipe bursting, sliplining, CIP lining and other trenchless technologies) for main installation/replacement and propose project scope revisions, if appropriate.
- **Project Re-design** – Based on results of value engineering, manage design consultant through the required design revisions.
- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in releasing the bid

packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation.

- **Coordinate Construction Schedule** – Upon contract award, coordinate construction scheduling for work activities.
- **Contractor Submittals** – Verify that construction contractor shop drawing submittals are provided to the design engineer for review and approval. Also verify that the design engineer responds to contractor's requests for information related to the construction documents and bulletins issued during the bidding phase.
- **On-site Inspection** – Perform on-site inspections of construction activities that will include daily and weekly reports from the field. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on the contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to complete and functional transmission main to provide the proper hydraulic capacity at the lowest lifecycle cost. This project should increase system reliability while reducing water loss.

Project 5 – Lead Service Line Replacement – Phases 4, 5 and 6

Description: In 2017, and immediately upon contract signing, the Program Manager shall engage with the existing FAST START project management team to gain an understand of the FAST Start Program and help enhance the systems, processes and data management used to manage the current phase (Phase 4) of the project. The Program Manager will assume primary project management responsibilities for the Phase 4 program at the earliest practical date and direct Phase 4 through its completion (projected to be in late November/early December). Further, the PM shall immediately begin development of the 2018 Project Plan to support the removal and replacement of up to 6,000 service lines in Phase 5.

In 2018 and 2019, manage the replacement of approximately 12,000 residential lead service lines (Phases 5 and 6 - 6,000 each year). In some cases, the local main supplying the service lines will also be replaced, so this work will require coordination with the City's small main replacement work and the water meter replacement program (Project 1)

The Program Manager shall perform the following functions:

For Phase 4, the Program Manager will review the current project management approaches, systems, processes and data management currently being used by the existing FAST START team. Enhancements should be recommended and implemented (as appropriate) in the following areas:

- Coordination with key stakeholders including, but not limited to, City of Flint, State of MI, and local partners
- Support community outreach efforts as directed

- Management of financial records
- Tracking of project/construction progress
- Staffing levels and management of inspectors
- Invoice reimbursement procedures
- Effective leveraging of the State of Michigan procurement capabilities
- Records and paperwork required for compliance with grant programs
- As-built drawings and other records required by the City and property owner

The Program Manager shall assure a proper and efficient transition from the existing FAST START management team.

Phase 5 (2018) and 6 (2019) will include the enhancements to Phase 4 (see above) and the following activities:

- **Update Lead Service Database** – Identify the candidate water service lines that are utilizing either galvanized or lead service line materials and update the database consisting of the location and condition of service lines.
- **Perform Home Inspections** – Coordinate initial property owner contacts that will include a home inspection of the water service to evaluate the situation at each home for external and internal issues that will need to be addressed by the contractor. This inspection will include the review of current billing meters and any space or access constraints for replacement of the existing water meters.
- **Develop Construction Groupings** – Organize construction work groupings for the construction activities to allow for efficient execution of the lead service line replacement construction work. These groupings will be developed to include common geography and will be coordinated with the replacement of water mains in the same areas and replacement of the water meters (Project 1) to reduce additional construction effort.
- **Pre-Qualify Contractors** – Pre-qualify construction contractors by preparing a qualification document that all construction contractors will need to supply prior to bidding construction packages. These pre-qualifications will include relevant experience, licensing, equipment, staffing, bonding, and public communication requirements that the contractors will need to meet. Selected vendor will work with the City's Purchasing Department on this process.
- **Prepare Construction Bid Packages** – Prepare construction bid packages that include sufficient information for the contractors to understand and price the project work for the grouping of homes included. Construction bids will be segregated into multiple geographic areas. Information from the initial inspections of the homes will be included, along with the specific construction requirements that the contractor will need to meet. Bid packages will be forwarded to the City's Purchasing Department for review and approval.
- **Bid and Select Contractors** – Assist the Purchasing Department in releasing the bid packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to

governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation. Evaluate submitted bid packages, and perform selection of the contractors based on the previously developed evaluation methodology.

- **Coordinate Construction Scheduling** – Coordinate construction scheduling for the work activities for the multiple construction contractors involved in the work.
- **Review Contractor Submittals** – Receive and review construction contractor shop drawing submittals and provide responses. Respond to contractor's requests for information related to the construction documents and bulletins issues during the bidding phase.
- **Conduct Inspections** – Perform on-site inspections of the construction activities that will include daily and weekly reports from the field. Approximately 10 inspectors may be needed for lead service line replacement activities and an additional 5 inspectors may be required for right-of-way restoration. Develop summary information on a monthly basis and submit to the client in a status report.
- **Documentation** – Maintain documentation of the lead service line replacements including the permission forms from residents/owners, photographs before and after construction, the documentation of restoration work and property owner records certifying work completion.
- **Evaluate and Recommend Contractor Payment** – Based on the contractor performance and the method of payment approach, make recommendations for payment based on completed work.
- **Collect Homeowner Feedback** – Collect homeowner feedback on the construction activities/disruptions and obtain performance ratings for the construction contractor and program manager. This feedback information will be used to evaluate construction procedures, identify needed improvements to systems and processes, and evaluate future contracts by the construction contractors.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to provide efficient and cost-effective construction of the lead service line replacements, while also coordinating activities with other capital activities that are ongoing.

Project 6 – Distribution System WQ Monitoring

Description: Site and install water quality monitoring panels at multiple different locations throughout the City of Flint distribution system. Proposed locations for the monitoring sites have been established. Provide predictive software to assimilate the available water quality and operational data to predict water quality and system performance.

- **Review Site Selections** – Review the recommended sites and configuration for the water quality monitoring panels. Coordinate site select with the on-going distribution system analysis and select site where the housing of equipment can be easily and cost-effectively achieved. Review the permit requirements that will be required to move forward with construction.
- **Design** – Provide design services for installation of the panel. Assess available software that

can be used to enhance the value of the available water quality and operational data.

- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in releasing the bid packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze bids and submit recommendation to the City’s Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation. Multiple bid packages may be required for the purchase and installation of panels and software.
- **Coordinate Construction Schedule** – Upon contract award, coordinate construction scheduling for the work activities.
- **Review Contractor Submittals** – Receive and review construction contractor shop drawing submittals, provide responses. Also respond to contractor’s requests for information related to the construction documents and bulletins issues during the bidding phase.
- **On-site Inspection** – Perform on-site inspections of the construction activities as needed from the field. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to provide strategically located water quality monitoring equipment within the City’s distribution system and utilize this information to optimize water system operations.

Project 7 – Consolidation of Flint Operations

Description: Consolidate the Flint Water operational facilities to enhance the efficiency and effectiveness of its operation. The project will include an assessment of laboratory, maintenance, storage, administrative office, system monitoring/controls and regulatory/operating requirements (chemical feed). In general, the project should consider the future activities at the Flint WTP site and current Operations Center.

The Program Manager shall perform the following project activities:

- **Concept Design** – Review operational requirements for the City of Flint water system, and based on those needs, identify multiple approaches for consolidation of these activities in one location (if appropriate). Develop cost estimates for the various consolidation options. Also determine the impact that each consolidation option will have on the day-to-day activities of the Water Department during construction. Develop a design concept (10% to 30% design completion) for the preferred option.
- **Design Management** – Work with City staff to select a design engineer. This will require developing a RFP, soliciting competitive proposals and analyzing the proposal received. Manage/oversee the engineering design phase of the project.
- **Project Bidding and Bid Analysis** – Assist the Purchasing Department in releasing the bid packet, conducting the pre-bid conference and issuing any addenda for this project. Analyze

bids and submit recommendation to the City's Purchasing Department for final review and approval. The Purchasing Department will process appropriate paperwork for approval and submittal to governing body. Selected vendor may have to attend Council and or RTAB meeting to answer any questions concerning recommendation.

- **Coordinate Construction Schedule** – Upon contract award, coordinate construction scheduling for the work activities.
- **Review Contractor Submittals** – Verify that the contractor's shop drawing submittals are provided to the design engineer for review and approval, and provide responses. Also verify that the design engineer responds to contractor's requests for information related to the construction documents and bulletins issued during the bidding phase.
- **On-site Inspection** – Perform on-site inspections of the construction activities as needed from the field. Develop summary information on a monthly basis and submit to the client in a status report.
- **Measurement and Payment** – Based on contractor performance and the method of payment, make recommendations for payment based on completed work.
- **Conduct Progress Meetings** – Conduct progress meetings, as needed.

The objective of this project is to achieve more effective and efficient operation of the Flint water system given the long-term water source selection.

B. Minimum Requirements

To be considered for award of this RFP, a vendor must meet the following minimum requirements:

- (1) Complete the RFP and submit response, including forms, by deadline
- (2) The firm shall be a registered program manager and/or engineering firm within the State of Michigan with a minimum of five (5) documented years of comparable experience in the past 10 years.
- (3) The team shall have demonstrated experience in Program Management for at least five (5) programs that exceed one hundred and fifty million dollars (\$150,000,000) in capital projects in the past 10 years.
- (4) The team shall have demonstrated experience in using technology to provide project status through open source data systems.
- (5) The team shall have demonstrated successful experience in planning and executing projects and other services delineated within this solicitation.

As conceptualized, services will include program management and delivery, design management, program/budget administration, project delivery, program evaluation, technical and logistical assistance, data management, construction management, and communication of project and program status with the public and other stakeholders.

C. Duration of Service

The duration of the work is expected to be three (3) to five (5) years.

III. Submissions

A. Requirements

Qualified vendors should submit one (1) original and six (6) copies of their proposal on 8 ½ by 11 paper plus one PDF version. Submittals should be kept to a maximum of 25 double sided pages (not including forms, attachments and resumes). Responses must be clear and may be subject to disqualification, if illegible. Each copy of the submittal should be complete and include the following minimum requirements:

- Cover letter- one page informational cover letter
- Table of Contents for its submittal.
- Firm information
- Qualifications and experience
- Organizational Chart
- Resumes. Resumes for each key team member shall be limited to a maximum length of two (2) pages
- Project Approach
- Submitter shall provide reference contacts for at least 2 similar projects.

B. Completeness of Submission

The vendor must provide the following required forms with each submittal:

- Attachment A
- City of Flint appropriate affidavit

Forms must be signed by a representative of the company authorized to bind the firm contractually.

IV. RFP Procedures

A. Evaluation Procedures

The submittals will be initially reviewed and evaluated by a Project Selection Committee. Each submittal should be as complete and accurate as possible. The City reserves the right to request additional information or clarifications, oral discussions, or presentations in support of the submittal. The City also reserves the right to allow corrections of errors or omissions.

B. Vendor Presentation

Interviews of selected vendors may be conducted by the Project Review Committee, and those that have been chosen will be contacted to set up an appointment.

C. Evaluation Criteria

The City will first select the most highly qualified provider of the services based on demonstrated competence and qualifications and then will attempt to negotiate a contract with that vendor. If the City is unable to reach an agreement, then the City will select the next highest qualified provider and attempt to negotiate a contract. This process will be followed until a satisfactory is negotiated or a determination is made to not execute a contract.

The following criteria will be used to evaluate the submittals:

Criteria	Importance
<p>Experience of the Prime Firm Discuss the experience and qualifications of the prime firm in providing comparable program management services on programs of similar size, scope, budget, and complexity. For experience listed, please provide:</p> <ul style="list-style-type: none"> • Owner • Description of the program • Services provided • Contract dates <p>Reference information (two current client names with telephone numbers and email information for each experience)</p>	20%
<p>Experience of Key Personnel and sub-consultants Discuss the experience and qualifications of the specific program team members on projects of comparable size, scope, budget and complexity (particularly the Program Manager and staff responsible for the schedule, budget, design support, construction management, and public relations) including sub-consultant experience. Describe your approach to overall team formation and coordination of team members and provide an organizational chart. For each key person identified, list their length of time with the firm and at least two comparable programs in which they have played a primary role. Also include:</p> <ul style="list-style-type: none"> • Program Owner • Description of program • Role of person • Program dates • Reference information (client name with telephone number and email information for each experience) 	30%
<p>Project Understanding and Approach</p> <ul style="list-style-type: none"> • Discuss the major issues your team has identified in providing the services required under this contract and how you intend to address those issues • Describe your firm's program management approach and team organization during this program management contract. Describe systems and processes used for planning, scheduling, estimating, quality assurance/quality control, public transparency, etc. Briefly describe the firm's experience in managing design teams comprised of other engineering firms and City employees/independent contractors (inspectors). 	35%

Criteria	Importance
Overall evaluation of the firm, labor rates, local presence & its ability to provide the service <ul style="list-style-type: none"> To be determined by the project review committee 	15%

D. Cost Information

The City recognizes that proponents may propose various organizational approaches to accomplish the work listed in this RFP. The City also recognizes that the final scope of work will be negotiated after award and that work efforts may include City staff for performance of some inspection and reporting work. Therefore, final levels of effort are unknown at this time. However, for the basis of comparison only, please provide billing rates for the following key positions:

- Program Manager
- Construction Manager (if different)
- Project Manager(s)
- Program Controls Manager
- Field Inspector(s)

The City recognizes that there may be more than one Project Manager or Field Inspector, so in that case, please provide an average rate. Please include this information in a table format and label it as Attachment A. An example table is shown at the end of this section. This table will not be included in the 25-page page count.

E. Final Selection

Based on all information reviewed and presentations/interviews (if conducted), the selection committee shall establish the final ranking of the vendors.

F. Contact Award and Execution

The final contract must be approved by the Flint City Council and RTAB. The contract may be executed by the City Administrator or designated representative.

ATTACHMENTS

Attachment A - Labor Chart

Affidavits – Complete and include with submission

Attachment A

Labor Category	Billing Rate, \$/hr.
Program Manager	
Construction Manager	
Project Manager	
Program Controls Manager	
Field Inspector	

Include this information with submission (additional staff rates may be placed on a separate document)

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 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 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, _____