

CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall
1101 S. Saginaw Street, Rm 203 – Flint, Michigan 48502
(810) 766-7340 FAX (810) 766-7240 www.cityofflint.com



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.: 19000562

SCOPE OF WORK:

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

ENGINEERING DESIGN SERVICES FOR DISINFECTION IMPROVEMENTS

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, **Thurs. 3/28/19 @ 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 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 Kathryn Neumann in writing by no later than 03/22/19 to kneumann@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 proposal 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. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) 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 proposal are 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 Proposer.
- 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 Proposer. 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 proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Proposer within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Proposer.
- 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 future 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) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:

- (a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
- (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

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

30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

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

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

33) **INDEMNIFICATION:** To the fullest extent permitted by law, 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.

- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that 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.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 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.

REQUEST FOR PROPOSALS

ENGINEERING DESIGN SERVICES - DISINFECTION IMPROVEMENTS

**Flint Water Pollution Control Facility
G-4652 Beecher Road
Flint, Michigan**

The City of Flint Water Pollution Control (WPC) currently utilizes chlorine and sulfur dioxide in one-ton cylinders to provide disinfection and dechlorination for the plant's discharge to the Flint River. This process, while effective, poses safety risks because both of these chemicals are highly regulated and deadly gases. The maintenance of the equipment and the placement, connection, and disconnection of the cylinders requires significant staff time and care due to the hazards associated with operation of the gas systems. The hazards are regulated by OSHA's Process Safety Management and USEPA's Risk Management Program because the gas cylinders have risk potential to both employees and the surrounding community.

The City is seeking a reduction in the risks and liabilities associated with chemical disinfection by converting to an ultraviolet light based disinfection system. Accordingly, the Flint WPC requests engineering design service proposals to provide a complete solution to accomplish the objective. The firm is to develop design and construction bid documents, based upon a careful evaluation of the Facilities, and assist in implementing a City-approved design for a new ultraviolet disinfection system and plant discharge flow monitoring facilities. The improvements are to meet the following requirements:

- Flexibly operable and sized to disinfect the expected range of flows and strengths.
- Must be highly reliable, with adequate backup capability.
- Durable, long lasting equipment
- Reduced operational and maintenance costs over useful life of the facility
- Must include a highly reliable effluent flow meter.
- Flexibility and easy to maintain.
- Automated operation
- Approvable by MDEQ

Scope of Services – The Consultant shall perform the following services:

I. Pre-Design

A technical memorandum was prepared by Hubbell, Roth, and Clark, Inc. as part of the City's Asset Management Plan (AMP) that provided a preliminary evaluation for this improvement. Two (2) options for an ultraviolet light disinfection retrofit were recommended for additional consideration. This memorandum should be used as a beginning to the design task.

The City has previously tested its secondary effluent to evaluate the feasibility of UV disinfection, and determine the level of transmittance of ultraviolet light. This revealed that the normal level of ultraviolet light transmittance is 65%, which is within the guidelines of feasibility for a normal municipal ultraviolet light disinfection system. It also showed that the iron in the effluent would not cause undue interference.

The Consultant may assume that most of the necessary drawings of the existing building and equipment may be obtained from the City of Flint Wastewater Treatment Plant (WWTP) records. The City of Flint will provide the Consultant a paper copy of all existing records the Consultant determines would be useful in their work. However, the City does not warrant that the historical records are completely adequate, accurate or that they reflect the existing conditions.

With the available resources and further study, the Consultant is to develop an optimal design which satisfies the above objectives for the new facilities,. The City will evaluate the design and, after the Consultant makes any necessary corrections or modifications, approve it.

II. Design

Using the approved design, the Consultant shall prepare Construction Documents consisting of Civil, Structural, Architectural, Mechanical, Electrical, and Instrumentation drawing sheets and specifications. The Construction Documents shall be developed for the purpose of competitively bidding the project for construction. The Consultant shall ensure that the Construction Documents result in a complete and operational system to effectively and reliably disinfect all of the plants effluent flow under varying load conditions, and flow rates from 9 MGD to 80 MGD. The design shall be based on the following project elements:

- A. The Consultant is to consider the two conceptual options listed in the Hubbell, Roth, and Clark's Technical Memorandum, and determine which option best satisfies the project goals and is also MDEQ approvable. The Consultant may also reject both options and recommend and engineer a different design, if that better meets the goals and criteria outlined in this RFP.
- B. The Engineer shall also include and be responsible for the following requirements and tasks:
 - 1. Review the existing City prints, documentation and field verify elevations and other data to prepare head loss calculations for the Engineer-specified equipment.
 - 2. Ensure that the equipment specified will operate properly under the Plant's most extreme conditions – 80 MGD max and 9 MGD low.

3. Design for redundancy so equipment is available in case of equipment failure.
4. Equipment can be maintained even under the most extreme conditions.
5. Design for automatic cleaning mechanisms and for ease of manually cleaning/maintenance when needed.
6. Ensure that no wastewater can short circuit the disinfection process.
7. Design for fully automated control of the disinfection process including but not limited to:
 - a. Measuring and control flow through all disinfection equipment.
 - b. Measuring the UV light transmittance and controlling the UV units so that the proper number of units are running ensuring NPDES permit compliance and reducing electrical usage where possible.
 - c. Measuring the total plant effluent flow.

III. Bidding Services

The Consultant shall prepare appropriate bid documents, respond to questions during the bidding process and prepare Addenda as required during the course of bidding. The Consultant shall conduct a construction pre-bid meeting and distribute minutes and responses to questions raised at the meeting. The Consultant shall analyze and assist in the review of the bids and make a recommendation for award of the Contract.

IV. Construction Services

The Consultant shall perform the following services during construction:

- A. Respond to Contractor Requests for Information (RFIs).
- B. Regularly schedule and attend construction meetings during the course of the project.
- C. Monitor costs and insure that they are consistent with the Contractor's submitted project estimates and schedule.
- D. Resolve field engineering issues and provide resident engineering service during construction. The Consultant shall include in the Proposal an anticipated level of office engineering and onsite visits during construction.
- E. Update the design drawings to produce project record drawings depicting the as-built conditions.

V. Start-up Services

The Consultant shall assist the Contractor and Owner's staff during the start-up period and shall provide oversight and office engineering during the start-up period. The Consultant shall include in the Proposal an anticipated level of office engineering and onsite start-up services.

VI. Deliverables

The Consultant shall provide the following deliverables:

- A. One draft pre-design report, five copies for review.
- B. Final pre-design report, five copies.
- C. 50% design submittals, five copies.
- D. Specification documents and drawings. Drawings shall be submitted in AutoCAD format.
- E. 90% design submittals, five hard copies and specifications.
- F. 100% design submittals, five hard copies and specifications.
- G. Bid drawing sets, five hard copies, 24" X 36" drawings, five copies of 11" X 17" drawings, and specifications.

VII. Record Drawing Set

One hard copy, 24" X 36" drawings and one electronic (AutoCAD) copy.

VIII. Contents of the Proposal

The proposal shall include the following format:

- A. Project Team. Provide an organizational chart with a listing of the Consultant's team members for this particular project. Resumes of key project team members shall be included. Subconsultant resumes shall also be included. Selected Consultant shall not change key members without written notification to the City.
- B. Approach and Design Concept. Describe the Consultant's proposed approach to the pre-design and design of the facilities.
- C. Scope of Services. Provide a detailed list of all task items to be performed in the conformance with the Scope of Services work herein.
- D. Project Schedule. Provide a detailed project schedule listing pre-design, design, bidding, and anticipated construction period.
- E. References. Provide references for any previous projects of this nature or for demonstration of the efficacy of the design concept.
- F. Insurance. State the insurance types and limits to be carried by the Consultant during the course of the project. Note that there are minimum coverages listed in the standard City of Flint contract form.
- G. Consultant fee. Provide a not-to-exceed fee for completing all work described in the Consultant's Scope of Services. The Consultant shall provide a detailed break-out of estimated hours for each task that is used for the basis of computing the fee. The Consultant shall attach a schedule of current billing rates and direct charges. At a minimum, tasks include pre-design, design, bidding services, construction services, and start-up services.

IX. Specific Bidding Requirements

This formal detailed proposal is solicited to provide engineering design and construction management services. Proposal statements must also include the following:

- A. The name, address, telephone number, and fax number of the consulting engineering firm.
- B. The name, telephone number, and e-mail address of the primary contact person for the proposal.
- C. Composition of the team proposed to provide the consulting engineering firm's design and construction services, including any subcontractors. The team description should include:
 - 1. Specific discipline covered by each team member; that is, mechanical, process, structural, electrical, instrumentation and controls, etc.
 - 2. A specific resume demonstrating work experience relating to UV based disinfection systems.
 - 3. Indication of the current workload of specific team members, and hours available for this project. Please note that subsequent substitution of proposed team members without City concurrence may result in rejection of the firm for this project.
- D. A description of the qualifications of the project manager proposed to lead this project.
- E. Ability of the consulting engineering firm and any sub consultants to dedicate proposed project team members to provide the necessary services.
- F. A summary statement indicating the vendor's understanding of the project, its goals and purposes, and the constraints or limitations that must be observed while achieving them. A listing of equipment that the consultant envisions will be needed to obtain the project goals shall also be supplied.
- G. The design concept and approach to be used to achieve a successful and cost effective project.
- H. Estimated total construction cost, using the proposed design.
- I. A detailed project scope of services. References to related experiences on previous projects should be included.

- J. A schedule providing milestone dates and expected completion for each phase of the services to be provided.

Detailed responses to the RFP shall be submitted to the City on or before the close of business on the date specified.

Failure to supply all requested information and documentation listed under proposal statements may result in bid disqualification.

List separately any value-added considerations of your proposal.

The proposals will be rated to determine the best value for the City. Ratings will be based on the following factors:

- A. Qualifications of the firm and the team members to be dedicated to this project, including project-related experience
- B. Qualifications of the project manager to be dedicated to this project.
- C. Ability of the firm and dedicated personnel to provide the services.
- D. Understanding of the project, its goals, purposes, and related constraints.
- E. Quality of the design, design concept, and the potential for achieving project goals.
- F. Quality of the proposal, including level of detail and presentation.
- G. Reasonableness of the proposed fee and cost.

These items are not of equal importance. Responding firms will be scored on each category, and a composite rating calculated based on the rating form below. The City reserves the right to reject any and all proposal submittals.

Proposal Statement Evaluation Form

Item	Score	Weight (%)	Rating
1. Qualifications of firm, project manager and personnel to be dedicated for provision of services.		20	
2. Ability of the firm and dedicated personnel to provide the services (workload).		5	
3. Understanding of the project and its goals.		15	
4. Design concept and presentation.		20	
5. Fee and overall costs.		40	
Total		100	

EXHIBIT 1
Flint Water Pollution Control Facility – Ultraviolet Disinfection Project

General Plant Description

The City of Flint Water Pollution Control (WPC) provides primary and secondary treatment to the combined domestic and industrial wastewater of the City of Flint and the Beecher Metropolitan District. Although Flint has a separate stormwater system, the sanitary wastewater includes considerable stormwater flow during wet weather because nearly all building footing drains remain connected to the sanitary system. As a result, there is significant variation in the daily flows. The plant has a design flow of 50 million gallons per day (MGD) and a maximum daily flow of 75 MGD. Average daily dry weather flow is about 15 MGD and a low daily flow of 9 MGD. The strength of the plant influent is generally quite low, particularly during wet weather events.

To absorb the flow variation, there is a 10 million gallon (MG) Influent Tunnel, which also acts as an equalization structure for plant flow control. In addition, there is a 10 MG Retention and Treatment Basin for flows in excess of normal plant treatment capacity. Flows captured by these structures are later fed back into the full treatment process, unless their capacity is exceeded due to extended wet weather. In that case, the basin has the capability of providing primary clarification and disinfection, for up to another 300 MGD of wastewater. This capacity prevents sewer backups and raw sewage overflows.

The plant influent is pumped from three pumping stations. The Third Avenue (remote) Pumping Station handles approximately 46% of the influent flow. The Northwest Pumping Station handles approximately 9% of the influent flow, and the East Pumping Station (EPS) receives approximately 45% of the influent flow. Wastewater in excess of the plant treatment capabilities overflows from the EPS well to the Retention/ Treatment Basin structure.

For flows accepted into the full treatment process, ferrous chloride is added to the plant influent for phosphorus removal. Primary treatment consists of physical removal of suspended solids via aerated grit tanks and primary sedimentation basins. Secondary treatment via activated sludge consists of aeration tanks and final clarifiers. Chlorination and dechlorination processes are used to disinfect the treated effluent prior to discharge to the Flint River.

Solids from both primary and secondary treatment are co-settled in the primary tanks, then anaerobically digested. The settled sewage solids are combined with higher strength wastes prior to digestion. The digestate is dewatered with belt filter presses, then sent to final disposal in a landfill.

All PROPOSALS will be evaluated on the following criteria:

1. Failure to use this form may result in disqualification from consideration.
2. Failure to complete all items may result in an "incomplete" and disqualifying determination.
3. List value-added considerations on a separate sheet of paper.

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 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

OR 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.