

CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
City Hall, 1101 S. Saginaw Street, M203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Dr. Karen W. Weaver
Mayor

REQUEST FOR PROPOSALS

OWNER/RETURN TO:

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

PROPOSAL NO: P20000552

SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:
Environmental Services for Parcels Associated with the Future Grand Traverse Greenway Trail: BEA, Phase I ESA, Phase II ESA, and Due Care/Response Activity Plan

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) original and two (2) printed copies of your detailed bid to the City of Flint, Finance Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Thursday, November 21, 2019 at 1:00 PM (EST)**. Please note: all detailed bids received after 1:00 PM (EST) will not be considered. Bids must be in a sealed envelope clearly identifying the proposal and number. Faxed bids 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 Joyce McClane in writing by no later than Thursday, November 14, 2019 to jmcclane@cityofflint.com.

Sincerely,

Joyce A. McClane, CPPB Purchasing Manager

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful

Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.

- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
 - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made

after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.

- b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - e) These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.

- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

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

- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. *These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.*
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

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

LEAVE BLANK INTENTIONALLY

BACKGROUND AND SCOPE OF SERVICE

Environmental Services for Parcels Associated with the Future Grand Traverse Greenway Trail: BEA, Phase I ESA, Phase II ESA, and Due Care/Response Activity Plan

PROJECT BACKGROUND:

The City of Flint (hereinafter “the City”) has an opportunity to acquire from CSX Transportation an abandoned rail corridor that runs from Kearsley Street to Hemphill Road for the purpose of creating a new rail trail. The portion for acquisition is roughly 3.4 miles long, broken up by several areas previously sold by CSX (the City is working on gaining access to these sites through easements, which would bring the length to approximately 4 miles). Attachment A includes maps of the parcels.

The City intends to acquire four old railway parcels in order to construct the recreational trail as part of the Choice Neighborhoods Initiative project funded by the U.S. Housing and Urban Development (hereafter “HUD”). The City of Flint Department of Planning and Development is managing the project in coordination with the City of Flint Street Maintenance Division. It is anticipated that the Grand Traverse Greenway Trail project will be financed using HUD funds and Michigan Department of Transportation grant dollars.

The overall objective of this project is to evaluate the environmental condition and complete all required components of HUD environmental review to ensure that the properties may be subsequently redeveloped into a place for community activities and recreation, in compliance with relevant rules and regulations.

The selected Contractor is responsible for conducting a Baseline Environmental Assessment (hereafter “BEA”); Phase I Environmental Site Assessment (hereafter “ESA”); Phase II ESA; and Due Care Plan/Response Activity Plan for all parcels in the scope of work. The BEA must be completed within 45 days of the date when buyer/seller parties sign the Property Sale Agreement (PSA). The Phase I ESA, Phase II ESA and Due Care Plan/Response Activity Plan must be conducted within 90 days of the date that buyer/seller parties sign the PSA. The date when the Property Sale Agreement is signed will be provided, and is expected in 2020.

SCOPE OF WORK:

The City of Flint is soliciting bids for environmental services indicated above for the Grand Traverse Greenway Trail Project. The project consists of assessing four (4) parcels, whose parcel ID’s include **40-13-234-012 (on W. Kearsley Street)**, **40-13-276-014 (on W. Kearsley Street)**, **40-13-278-009 (on W. Kearsley Street)**, and **41-19-131-021 (on Hemphill Rd)**.

The proposed scope of work includes:

- Baseline Environmental Assessment (BEA)
- HUD-mandated Environmental Review per 24 CFR Part 58 (see <https://www.hudexchange.info/programs/environmental-review/>), including:
 - Certification of Categorical Exclusion not subject to 24 CFR Part 58.5
 - Certification of Categorical Exclusion subject to 24 CFR 58.5
 - Environmental Assessment without further Consultation under 24 CFR 58.3
 - Environmental Assessment with further Consultation under 24 CFR 58.36
 - Environmental Impact Statements under 24 CFR Part 58.37
- Phase I Environmental Site Assessment activities to include but not limited to the following:
 - Historical records search
 - Regulatory list review of hazardous waste generators and contaminated sites
 - Review of the geologic/hydrologic data and/or reports previously prepared for the site

- Phase II Environmental Site Assessment activities as needed based on Phase I findings to include but not limited to the following:
 - Sampling activities as needed to evaluate the presence and extent of suspected contaminants in soil and ground water (must satisfy CSX requirement – approximately 70-80 samples, see Attachment B)
 - Soil borings to include chemical analysis, soil stratigraphy, and hydrogeologic properties
 - Soil Management/Capping Plan (CSX requirement, see Attachment B)
 - Monitoring wells (monitor ground water on and off site) and all necessary written permissions will have to be procured by the Contractor
 - Hydrogeologic evaluation of sites
- Due Care Plan/Response Activity Plan to advise the City of Flint of what anticipated response activities, if any, are needed to make the rail to trail project safe

For each parcel:

- The BEA, Phase I ESA, and Phase II ESA must be performed in accordance with current practices and service scope elements recommended ASTM International (formerly known as the American Society for Testing and Materials) and compliance with 24 CFR 58.5. This includes records review, site reconnaissance, interviews and report preparation to identify recognized environmental conditions.
- The Baseline Environmental Assessment must be performed in accordance with Michigan’s Natural Resources and Environmental Protections Act (“NREPA”) (see https://www.michigan.gov/egle/0,9429,7-135-3311_4109_4212---,00.html).
- The Phase I ESA must be conducted in accordance with the All Appropriate Inquires (AAI) Final Rule at 40 CFR Part 312.
- The Due Care Plan/Response Activity Plan must be performed in accordance with current practices and service scope elements recommended by Michigan’s NREPA (see https://www.michigan.gov/egle/0,9429,7-135-3311_4109_59851---,00.html).

Note that any drilling and coring holes shall be filled upon completion of testing by Contractor. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, by Contractor.

FINAL REPORT:

Each assessment is to be accompanied by a report that includes evaluation/conclusion/recommendations and documents reviewed/produced in reaching said evaluation/conclusion/recommendations. The final report must include findings and recommendations based on, but not limited to:

- a) A review of the project's current regulatory compliance posture, based on recorded fact, regarding any known or identified regulated activity;
- b) A review of the chain of title for the property in order to attempt to identify any possible ownership(s) or uses that may have caused the presence of any asbestos, toxic or other hazardous materials or wastes at the Property. This review is limited to the available, recorded documentation only;
- c) A review of the Environmental Protection Agency (EPA) National Priorities List (NPL); the Resource Conservation and Recovery Act (RCRA) generators and TSD facilities list, Comprehensive Environmental Response Compensations, and Liability Information System (CERCLIS); Additionally, the research must identify any pertinent state listed sites noted with the distances per current ASTM International practices;

- d) Visual and physical observation of the interior, exterior, and adjacent properties at property line as limited by obstructions per current ASTM International practices;
- e) The EPA Emergency Response Notification System List (ERMS) for activity at the Property;
- f) The State list of Leaking Underground Storage Tank sites (LUST) within one-half mile of the Property;
- g) General review of the geologic, hydrogeologic, hydrologic and topographic conditions as they relate to potential pathways or migration conduits to and from the properties. Topography shall be noted to the extent visually or physically observed or determined from interviews, as well as the general topography of the area surrounding the Property. The physical setting evaluation shall be made utilizing physical observations and the available USGS 7.5 Minute Topographic Map.
- h) Other appropriate sources.

The final report must also include:

- a) cost estimates and recommendations for any pertinent additional testing and appropriate hazard remediation, abatement or reduction;
- b) an evaluation of the scope or magnitude of environmental hazards identified in the Phase I Environmental Site Assessment, Phase II, Environmental Site Assessment, Baseline Environmental Assessment, and the Due Care/Response Activity Plan;
- c) an evaluation discussion of the findings and conclusions that states whether any further investigation or corrective action is needed in order to ensure that the property meets requirements at 58.5 and 50.3 for the proposed HUD-assisted use;
- d) for Phase II activities, documentation of all sampling activities and analytical results, including stating and depicting the extent (horizontal and vertical) of any identified contamination, identification of risks to human health and the environment, and recommendations for remedial alternatives.

SECTION 3 and MBE/WBE/SBE/DVBE INVITATION:

The City of Flint is seeking to encourage participation by respondents who are Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise, Disabled Veteran Business Enterprise (DVBE) and/or Section 3 business enterprise.

Section 3 contracting goals for funding received through the City of Flint and the Department of Housing and Urban Development (HUD) are as follows:

10% of construction (demolition) subcontracts are to be awarded to agencies/businesses who are Section 3 certified, and 3% of non-construction subcontracts (ex – architectural, etc.) are to be awarded to agencies/businesses who are Section 3 certified.

These goals will be incorporated into any contract awarded as a result of this RFP and contractors will be required to complete and submit Section 3 Reporting forms included in Attachment D. Respondents to this RFP are also required to submit a written plan for achieving Section 3 goals. For additional information, please refer to Attachment D and the following links:

https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/sction3/section3

<https://portal.hud.gov/hudportal/documents/huddoc?id=11secfaqs.pdf>

EQUAL EMPLOYMENT OPPORTUNITY:

The City of Flint is an equal opportunity employer. Contractor will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws.

PREVAILING WAGE:

All work for this project must meet Davis-Bacon Requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at:

portal.hud.gov/hudportal/documents/huddoc?id=DOC_12590.pdf. Information on current Davis-Bacon wages can be found here: <http://www.wdol.gov/dba.aspx>

The most current prevailing wage and fringe benefit rates apply to the time of the work performed. It is the responsibility of the contractor to identify the prevailing wage and fringe benefits for the applicable job classifications.

ELIGIBLE BIDDERS:

Environmental companies/consultants must have experience in projects of similar scope and scale and should demonstrate experience with and/or knowledge of:

- Environmental impact analysis, environmental assessments, and all associated disciplines Local, state and federal environmental laws and regulations, National Environment Policy Act (NEPA) and related federal environmental authorities and regulations at 24 CFR Part 58.
- Working with state and local governments in providing environmental services for federal (HUD) projects:
 - Include a list of completed 24 CFR Part 58 environmental reviews with proposal
- Proof of previous experience in writing environmental review records:
 - Please include 2 completed HUD (24 CFR Part 58) environmental review records

In order to comply with requirements for the EPA's All Appropriate Inquiries Final Rule, all bidders must be environmental professionals who have at least one of these qualifications:

- A state- or tribal-issued certification or license and three years of relevant, full-time work experience.
- A bachelor's degree or higher in science or engineering and five years of relevant, full-time work experience.
- Ten years of relevant, full-time work experience.

All bidders must comply with HUD's requirements for qualified professionals:

- The Environmental Professional preparing the Phase I ESA must meet all of the qualification and license/certification, education, and experience requirements of Appendix X2 of ASTM E 1527- 13. 3.
- When a Phase II study is conducted, the "Phase II Assessor" must meet all of the qualification requirements of Section 3.1.33 of ASTM E 1903-11.
- The Environmental Professional (EP) must be:
 - Professional Engineer or Geologist with 3 Years of Relevant Fulltime Experience; or
 - Licensed or certified to perform due diligence and three years of fulltime relevant experience; or
 - Engineering of science Baccalaureate degree or higher and 3 years of fulltime relevant experience; or
 - Ten years of fulltime relevant experience.

All bidders must adhere to all applicable OSHA and MIOSHA safety standards and provide proof of staff certifications in 40-hour and 8-hour OSHA HAZWOPER.

Bidders must provide a copy of Laboratory Certificate of Accreditation to ISO/IEC 17025:2005.

Bidders must provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State. (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)

The bidder shall be financially stable and has the financial wherewithal to carry out the requirements of this solicitation. All respondents shall include two years of Company tax returns and a most recent audited financial statement provided by their accountant or a letter from their accountant stating evidence of financial stability with the proposal response. This information will assist the City of Flint in determining the Respondent's financial condition. The City of Flint is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.

Bidders must confirm in their bids that the eligibility requirements are met and show proof of eligibility. Failure to provide this requested documentation will result in an incomplete proposal. Proposals deemed to be incomplete will not be considered.

INCOMPLETE PROPOSALS:

Proposals deemed to be incomplete according to the proposal requirements and requested certification will not be considered. The contractor will not be allowed an additional opportunity to supplement its submittal.

All bidders, prior to award of contract must be capable of completing the work as specified and are prepared with the necessary labor, materials, and equipment to execute work to the satisfaction of the City of Flint by December, 31, 2020. Work may be due to be completed prior to December 31, 2020, as specified by the City of Flint in the Notice to Proceed for the selected contractor.

EXAMINATION OF PLANS, SPECIFICATIONS, AND SITES:

Bidders may examine all plans and specifications. No deviation from specifications will be allowed without written consent from Adam Moore, Planner III, at 810-766-7426 ext. 3029 or amoores@cityofflint.com prior to award of contract. Failure to fully examine project sites and work requirements will not relieve bidder from performing work as specified in this bid invitation.

INSURANCE AND WORKER'S COMPENSATION:

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

The Contractor shall furnish proof of worker's compensation insurance as well as evidence of general liability/property damage insurance.

Per CSX requirements, the Contractor shall furnish a certificate of insurance naming the Seller (CSX) and Buyer (City of Flint) as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective

Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Seller’s option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, currently THREE THOUSAND DOLLARS (\$3,000), and thereby be relieved of any obligation to purchase said RPL insurance.

- Worker’s Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers’ Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.
- Professional Errors and Omissions (E&O) insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for professional errors and omissions.

NOTICE TO PROCEED:

No work on this project shall commence without prior written notice to proceed from the City of Flint Planning and Development staff.

Timelines/schedules will be specified in Notice to Proceeds.

SITE ACCESS AND COMMUNICATION WITH CSX FOR CONDUCTING SERVICES:

In order to ensure timely arrangements site access to conduct environmental services, the Contractor must submit a request for site access to the City of Flint (which will, in turn, contact CSX) fourteen (14) days in advance of the date on which the Contractor wants to access the site.

Per CSX requirements:

- The City of Flint shall give CSX ten (10) days prior written notice of any entry onto the premises and provide CSX with a schedule and scope of work for each of the activities the Contractor proposes to undertake during such entry.
- The City of Flint shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of CSX in undertaking and carrying out such work.
- If requested by CSX, Contractor shall prepare split samples (which may then be separately tested at CSX’s sole option and cost) for delivery to CSX and shall deliver to CSX, at no cost to CSX, within five (5) days after the City of Flint’s receipt, copies of all results, assessments, reports and studies resulting from any tests or inspections.

INSPECTION:

The City of Flint shall inspect work periodically to insure that all specifications are adhered to. In no case shall the final payment (10% of total bid) be made until the Contractor has complied with all requirements set forth and the City has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for City acceptance.

The City of Flint reserves the right to reject substandard work and at any time during the project. Written notice shall serve as notification of rejection of work or plant material.

COMPLETION OF ENVIRONMENTAL SERVICES:

The BEA must be satisfactorily completed within 45 days after buyer/seller parties sign the Property Sale Agreement (PSA). The Phase I ESA, Phase II ESA and Due Care/Response Activity Plan must be satisfactorily completed within 90 days after buyer/seller parties sign the PSA. The date when the Property Sale Agreement is signed will be provided, and is expected in 2020. Any agreement awarded pursuant to this RFP solicitation shall be in accordance with the scope of work as outlined above, and within a mutually agreed up on expedited timeframe.

QUESTIONS:

Any questions regarding these specifications or the proposal process may be directed to Joyce McClane, CPPB Purchasing Manager, in writing by no later than **Thursday, November 14, 2019** to jmcclane@cityofflint.com.

BID SUBMITTAL REQUIREMENTS:

Submission Location: City of Flint
C/O Joyce McClane
Finance Department of Purchases and Supplies
1101 S. Saginaw Street, Room 203
Flint, MI 48502
Phone: (810) 766-7340

Proposals should be clearly labeled: **"Environmental Services for Parcels Associated with the Future Grand Traverse Greenway Trail: BEA, Phase I ESA, Phase II ESA, and Due Care/Response Activity Plan"**. Please submit original documents plus two copies.

HANDLING OF PROPOSALS:

The selection committee shall review and rate all the properly submitted proposals against the set of criteria in Appendix Attachment C. Any contract resulting from this RFP will not necessarily be awarded to the bidder with the lowest price. Instead, contract(s) shall be awarded to the vendor(s) whose proposal(s) is the most responsive, responsible, and offer the best service to the City of Flint in accordance with the criteria set forth in the RFP. The lowest price of bid that reflects employee compensation at full prevailing wage, Contractor's responsiveness to RFP requirements, and a history of similar project experience will be of importance.

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

Checklist:

- Cover Sheet
- Title Page and Table of Contents (with page numbers)
- Unit Rate Pricing Bid Form
- Summary Fee Schedule
- List of References
- City of Flint, Michigan Affidavit
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Form of Business Enterprise
- (optional) For Section 3 employers only: Include the Section 3 Clause provided in Attachment D and attach the completed Section 3 Developer/Subgrantee Employment Roster available at: <https://www.cityofflint.com/planning-and-development/community-and-economic-development/>. (Click on the link for program #4, "Section 3 Certification" to download a PDF containing the roster form.)
- Narrative Proposal
- All Supporting Documentation for Proof of Eligibility and Insurance/Worker's Compensation Insurance

COVER SHEET

***Environmental Services for Grand Traverse Greenway Trail Parcels:
BEA, Phase I ESA, Phase II ESA, and Due Care/Response Activity Plan***

BIDS DUE: 1:00 PM (EST) Thursday, November 21, 2019

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this Request for Proposals (RFP) submittal to City of Flint is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

___ Will be responding to this RFP.

___ Will not be responding to this RFP. (Please return only this form.)

Contact Information:

Bidder's (Company) Name: _____

Address: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email Address: _____

Federal Identification Number: _____

License Number: _____

Signature Information:

Representative Name (printed): _____

Title: _____

Signature: _____

Date: _____

UNIT RATE PRICING BID FORM

Company Name: _____

Company Address: _____

Office Location Where Work Will be Performed: _____

STATEMENT OF EXPERIENCE

Years of Company Experience: _____

Years of Individual Experience: _____

Licenses, Certificates, Accreditations held by firm and/or employees (Provide documentation):

The qualification of assigned project staff and subcontracts, including:

- Relevant professional and educational experience

- Identification of specific staff individuals with experience managing environmental projects:

Provide three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP.

DEMONSTRATION OF CAPACITY

Number of employees: _____

List of relevant equipment (can attach list if needed):

Does the Contractor have any EPA, HUD, EGLE/MDEQ, or MIOSHA active investigations? If yes, please give dates and describe incident.

Has the Contractor been the recipient any EPA, HUD, EGLE/MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates and describe incident.

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have ready the Scope of Work included in this bid.

Representative Name (printed): _____

Title: _____

Signature: _____ Date: _____

SUB-CONTRACTOR

Will you be using a sub-contractor? Yes No

If yes:

Subcontractor DBA: _____

Type of work sub-contractor will perform: _____

Sub-contractor Authorized Representative: _____

Sub-Contractor Years of Experience: _____

Sub-Contractors License or Certification: _____

Sub-Contractor's Number of employees: _____

List of relevant equipment (can attach list if needed):

Does the Contractor or Sub-contractor have any EPA, HUD, EGLE/MDEQ, or MIOSHA active investigations? If yes, please give dates and describe incident.

Has the Contractor or Sub-Contractor been the recipient any EPA, HUD, EGLE/MDEQ, or MIOSHA violations or fines in the past three (3) years? If yes, please give dates and describe incident.

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid. I certify that I have ready the Scope of Work included in this bid.

Representative Name (printed): _____

Title: _____

Signature: _____ Date: _____

SUMMARY FIXED PRICE FEE SCHEDULE

Bidders must provide a not-to-exceed fixed price fee schedule using this form. Contractor's price should summarize all work and services to be performed or provided as specified in this proposal, with unit rates, including any mileage, travel time, permits, printing, lab tests, wages/benefits, additional tools, materials, certifications necessary for this project, and all related costs. Please provide specific costs for each service with your bid submission.

SCOPE #1: Phase I Environmental Site Assessment		
Description of Services	Fee	# of Samples Included in Price (if applicable)

SCOPE #2: Phase II Environmental Site Assessment		
Description of Services	Fee	# of Samples Included in Price (if applicable)

SCOPE #3: Baseline Environmental Assessment		
Description of Services	Fee	# of Samples Included in Price (if applicable)

SCOPE #4: Due Care/Response Activity Plan		
Description of Services	Fee	# of Samples Included in Price (if applicable)

SCOPE #5: Additional Requirements for HUD-Mandated Review per 24 CFR Part 58		
Description of Services	Fee	# of Samples Included in Price (if applicable)

LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM THE LAST 5 YEARS

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

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

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_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they is _____ of _____
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of _____ the corporation making the within and foregoing bid; that 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_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

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 on behalf of said co-partnership; 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 and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR AGENT

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of _____, the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

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

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

*Notary Public, _____ County, _____

My Commission expires _____, 20____

NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

BID#: P20000552

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

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

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

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

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

Certification Form of Business Enterprise

BID#: P20000552

Company Name: _____

Please see Appendix Attachment E for definitions of business enterprise status categories.

BUSINESS ENTERPRISE STATUS

Check all that apply and provide proof of certification for all checked:

- Disabled Veteran Business Enterprise (DVBE)
- Local Business Enterprise (LBE)
- Minority Business Enterprise (MBE)
- Section 3 Business Enterprise (S3BE)
- Small Business Enterprise (SBE)
- Women Business Enterprise (WBE)
- Other Business Enterprise (OBE)

ETHNICITY OF OWNER(S)

Check all that apply:

- | | | |
|---|---|---|
| <input type="checkbox"/> Asian | <input type="checkbox"/> Black/African-American | <input type="checkbox"/> Caucasian/White |
| <input type="checkbox"/> Hispanic/Latinx | <input type="checkbox"/> Native American | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Prefer Not to Answer | <input type="checkbox"/> Another ethnicity: _____ | |

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this _____ day of _____, _____.

Contractor Name (please print)

Contractor Signature

NARRATIVE PROPOSAL REQUIREMENTS:

In order to be considered, bids must contain the following information. Incomplete bids will not be considered. Proposals must specifically include the following items:

- 1) **Company Name/Contact Information:** Firm's address, contact information including phone number, e-mail address, and the name of supervisor responsible for overseeing work.
- 2) **Company History:** History of firm and number of years providing BEA, Phase I ESA, Phase II ESA, Due Care/Response Activity and HUD-compliant environmental review services. Please describe organization, size, structure, and areas of practice. Include the legal name and address of the main office and branch locations. Include number of employees, years in business, and designation of legal entity. Include relevant qualifications of employees. Identify the technical details which make the firm uniquely qualified for this project.
- 3) **Qualifications & Experience:** Summary of experience on similar projects. Qualification of assigned staff and subcontracts, including relevant professional and educational experience and identification of specific staff individuals with experience managing environmental services projects. Include licenses, certificates, accreditations held by firm and/or employees (provide documentation). Identify the individuals you consider key to the success of this project. Provide resumes (2-page maximum) for each key project personnel.
- 4) **Similar Projects:** Describe three (3) examples of projects completed in the past 5 years that are similar in nature to projects described in the RFP. Showcase projects must have been designed and completed within the last 8 years by someone still on staff. Federally-funded showcase projects are preferred. The similar showcase projects should also indicate the ability to have the environmental services estimate be within 10% of the winning contractor's bid. Please show both the environmental services estimate and the contractor's winning bid. Indicate proven ability in coordinating and managing detailed projects.
- 5) **Proposed Work Plan:** Provide a detailed work plan, which lists all tasks determined to be necessary to accomplish this environmental services project. The work plan should be sufficiently detailed and clear to identify the progress milestones and timeline, including the sequence and duration of tasks showing how the work will be organized and executed, and deliverables submitted. The proposed work plan should reflect the Bidder's understanding of the scope of work, readiness to proceed and availability to complete work assigned.
- 6) **Anticipated Challenges:** What are the biggest challenges of this environmental services project for your firm? How will your firm meet the challenges?
- 7) **Costs:** Itemization of costs for each portion of the project. Contractor's price should summarize all work and services to be performed or provided as specified in this proposal, with unit rates, including any mileage, travel time, permits, printing, lab tests, wages/benefits, additional tools, materials, certifications necessary for this project, and all related costs. Please provide specific costs for each service with your bid submission.
- 8) **Timeline:** Detailed timeline of service that describes the timespan each portion of the project will take.
- 9) **Proof of Insurance:** Proof of insurance of at least five (5) million dollars and worker's compensation, and any other requirements identified in the RFP.
- 10) **Plan for Achieving Section 3 Goals** (if applicable)
- 11) **Additional Information:** Summarize any additional pertinent information regarding your firm that the City of Flint should consider in making its decision.

APPENDIX

Attachment A: Maps of CSX Parcels

Attachment B: CSX Minimum Sampling, Soil Management and Capping Requirements

Attachment C: Bid Evaluation Form

Attachment D: Section 3 Clause and City of Flint Section 3 Business Certification Program Information

Attachment E: Explanation of Business Enterprise Status

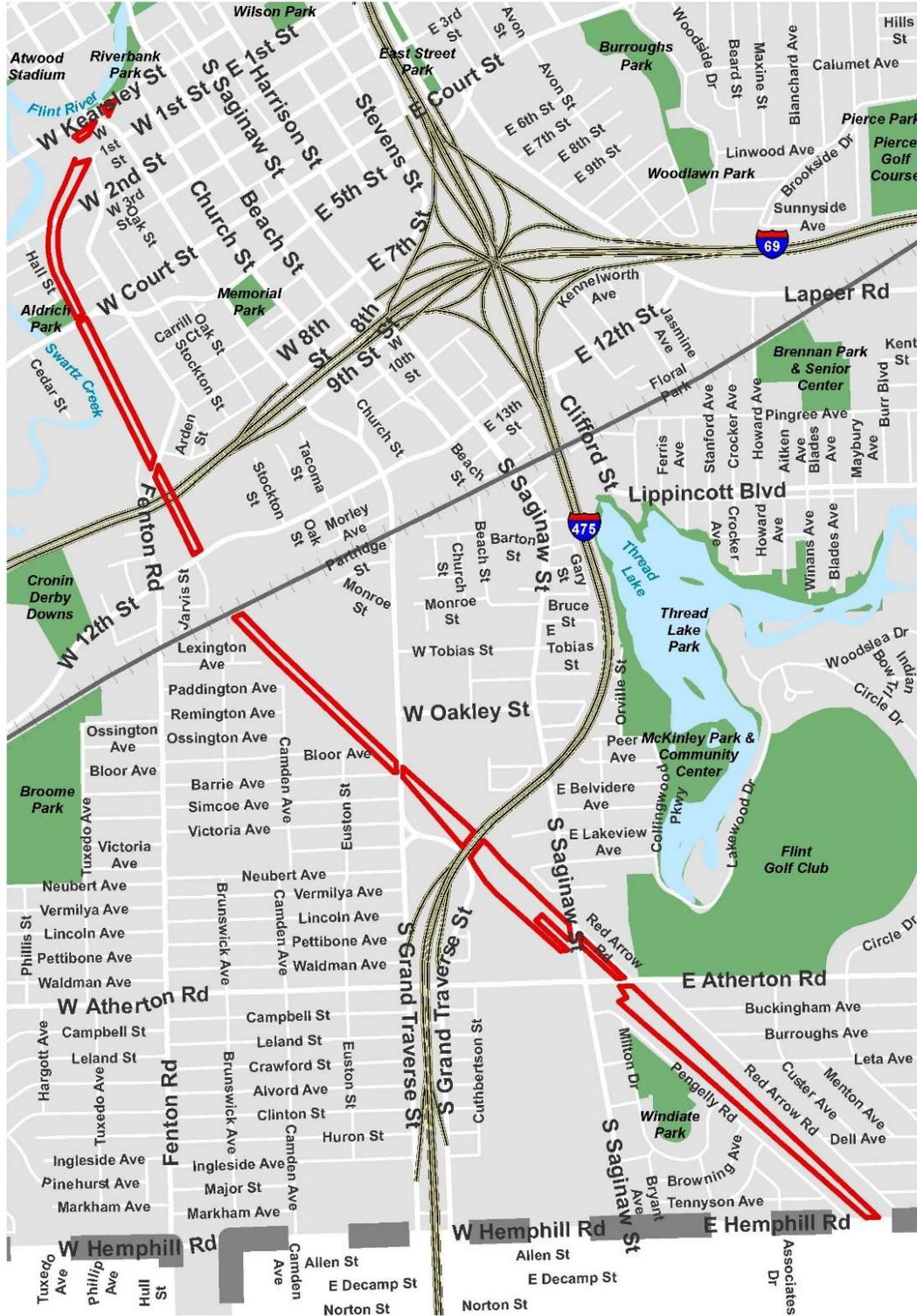
Appendix Attachment A: Maps of CSX Parcels

Overall map outlining all four parcels:

BOUNDARY MAP

Flint, MI | Genesee County

Grand Traverse Greenway Acquisition (Grant # TF08-075) | 42.045 total acres



— Expressway — Railroads — Lakes & Rivers — park



Individual parcel maps with parcels, in order from north to south:

BOUNDARY MAP
PID: 40-13-234-012 (0.2 acres) | Flint, MI | Genesee County
Grand Traverse Greenway Acquisition (Grant # TF08-075)



— Railroads Lakes & Rivers park



BOUNDARY MAP

PID: 40-13-276-014 (0.341 acres) | Flint, MI | Genesee County

Grand Traverse Greenway Acquisition (Grant # TF08-075)

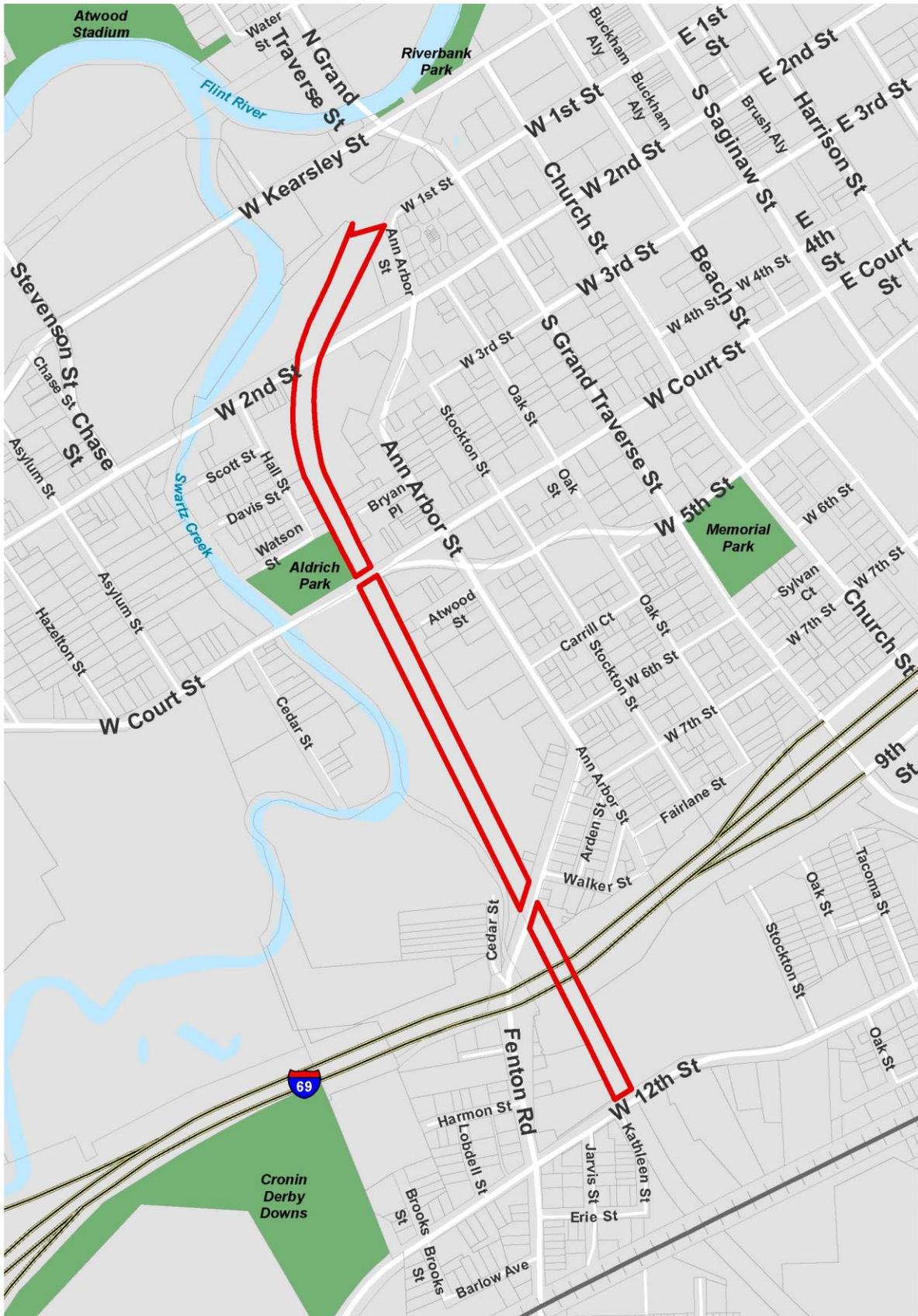


— Railroads — Lakes & Rivers — park

0 0.00375 0.0075 0.015 0.0225 Miles

BOUNDARY MAP

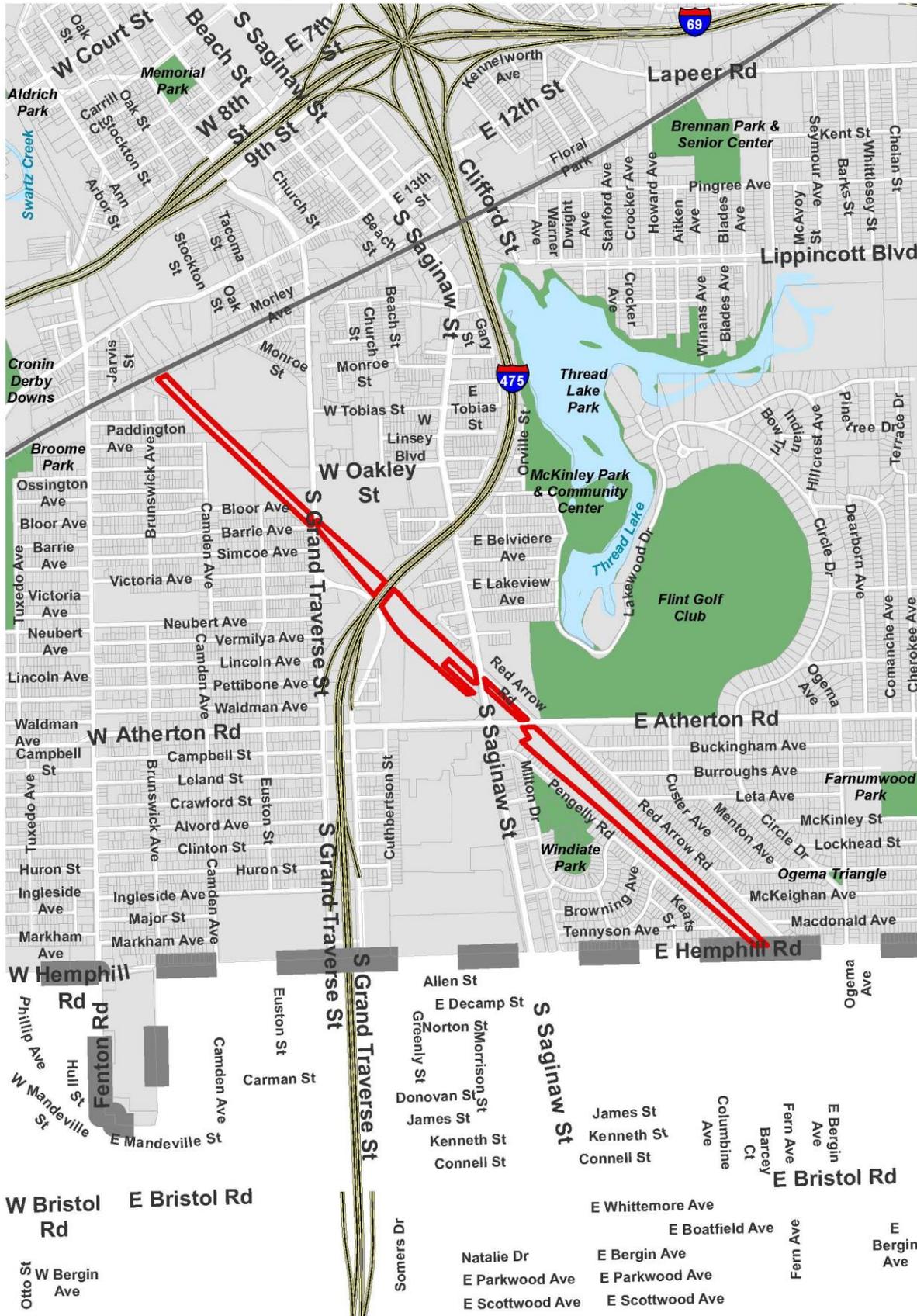
PID: 40-13-278-009 (10.555 acres) | Flint, MI | Genesee County
Grand Traverse Greenway Acquisition (Grant # TF08-075)



BOUNDARY MAP

PID: 41-19-131-021 (30.949 acres) | Flint, MI | Genesee County

Grand Traverse Greenway Acquisition (Grant # TF08-075)



**Minimum Sampling, Soil Management, and Capping Requirements
For Rails-to-Trails Conversion of Rail Corridors**

Buyer Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either directional along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discreet samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor:
 - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
 - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
 - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
 - For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal $20+5*3$ or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

- d. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

II. Soil Management Plan

The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

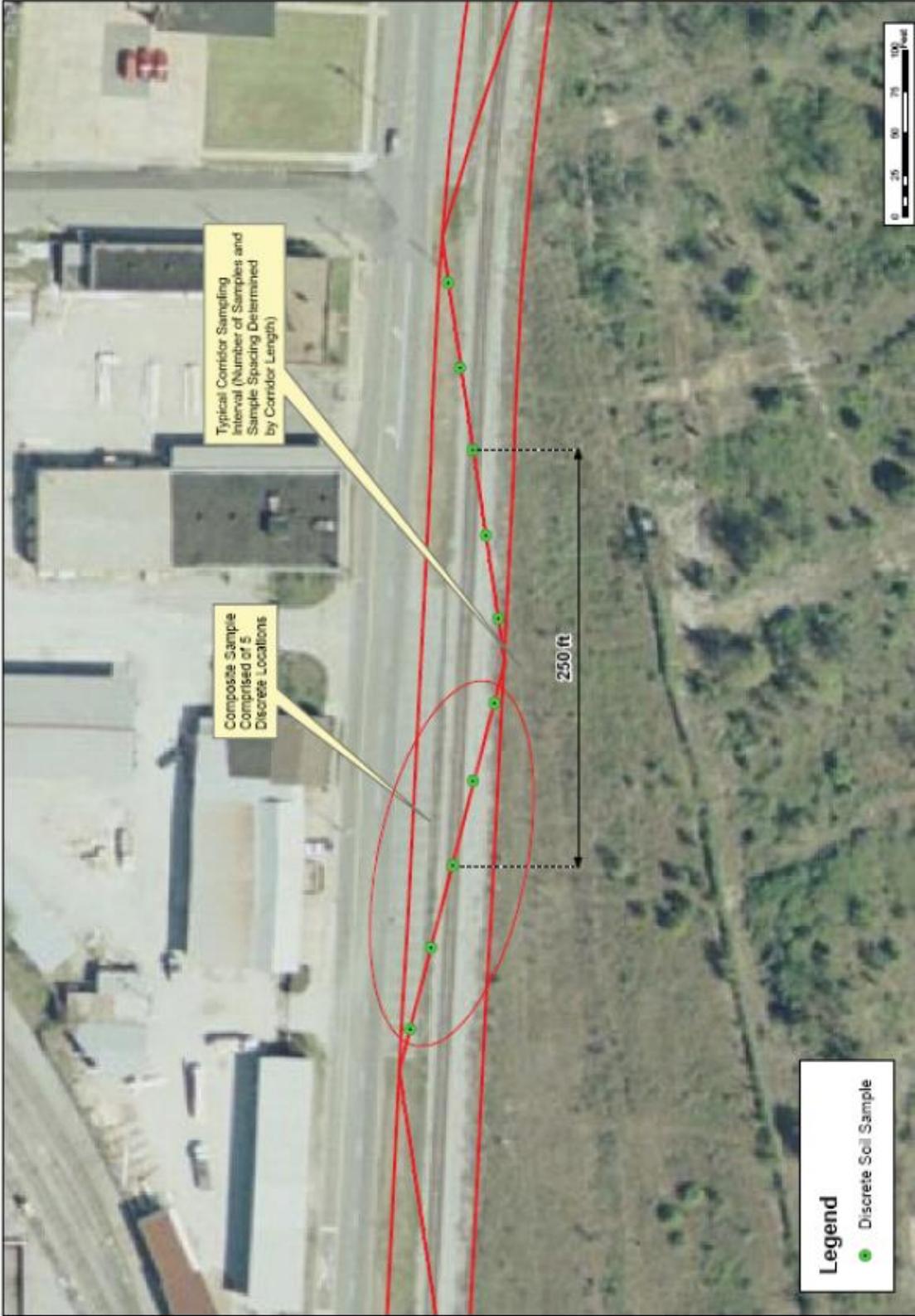
- A site plan clearly showing “capped” vs. “un-capped” areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.

--

CSX’s specifications and guidelines regarding minimum sampling, soil management and capping requirements shall be aligned with the Michigan Department of Transportation’s Specifications for Shared Use Paths.



Legend
 ● Discrete Soil Sample



Legend
 ● Discrete Soil Sample

Composite Sample
 Comprised of 5
 Discrete Locations

Typical Switch or
 Rail Crossing

<p>CSX Transportation, Inc. Policy and Procedure for Review of Surface Road Easement Available for Sale</p>	<p>Procedure For Sale of CSX Corridors For Falls-To-Trails Recreation Use Figure 2 Typical Switch or Rail Crossing Sampling Layout</p>	<p>CSX TRANSPORTATION</p> <p>North Arrow</p> <p>Scale: 0 25 50 75 100 Feet</p> <p>Policy Date: May 22, 2007</p> <p>© 2007 CSX Transportation, Inc.</p>
--	---	---

Appendix Attachment C: BID Evaluation Form**BID EVALUATION FORM**

RFP Respondent Name: _____ Total Points: _____

Location: _____ Total Price: _____ End Date: _____

Evaluator(s): _____

Pre-qualification: Proof of Eligibility and Insurance/Worker's Compensation Insurance

All eligibility and insurance/worker's compensation insurance requirements met.	Proposal will be reviewed further.
Some eligibility and insurance/worker's compensation insurance requirements were not met.	Proposal will not be reviewed further.

Evaluation Criteria:

The Selection Committee comprised of City of Flint staff will review qualifications in accordance with the evaluation criteria set forth herein and Greenway Trail Environmental Services project objectives and policies. In evaluating responses to the RFP, the City of Flint will take into consideration the consultant experience/qualifications, pricing, location, and scheduling that are being proposed by the Respondent. The point system is to evaluate the experience and capacity of the Respondent.

Qualification/Experience Evaluation Categories:**1. Experience/history in environmental services**

Five (5) to ten (10) years of experience doing this type of work	10 points
Three (3) to four (4) years of experience doing this type of work	5 points

2. Experience with U.S. HUD Grants

Three (3) or more years of experience as a U.S. HUD contractor	5 points
One (1) to two (2) years of experience as a U.S. HUD contractor	2 points

3. Professional Qualifications

Relevant and current professional qualifications, especially for staff directly working on this project	15 points maximum
---	-------------------

4. Similar Projects

Has recently conducted and completed similar projects successfully	10 points maximum
--	-------------------

5. References

References confirm high quality experiences with bidder	5 points maximum
---	------------------

6. Ability to Meet Service Goals Within Timelines

Bidder’s demonstration of understanding the scope of work, readiness to proceed and availability to complete work assigned within timeframes required, including considering work plan and anticipated challenges, and demonstration of financial stability.	25 points maximum
--	-------------------

7. Contractor/business located with the City of Flint

Located within City of Flint limits	10 points
Located in Genesee County	8 points

8. Certified Section 3 Employer

Is Section 3 Certified	10 points
------------------------	-----------

9. Certified as DVBE, MBE, S3BE, SBE, and/or WBE

Is certified in one or more categories	5 points
--	----------

10. Other Pertinent Information

Bidder provides other pertinent information demonstrating their interest and ability to work on this project. Clarity and completeness of proposal and documentation.	5 points maximum
---	------------------

Sub-Total for Qualification/Experience Evaluation Categories: _____/100 points

Cost Evaluation:

1. Not-to-Exceed Bid Price:

(Note: All related costs are to be included in the not-to-exceed cost.)

Lowest bid amount.	100 points
Next lowest bid.	90 points
Each additional lowest bid amount will be reduced by 10 more points.	

TOTAL SCORE (Qualification/Experience Evaluation Categories + Cost Evaluation): _____/200 points

Additional Notes:

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

City of Flint Section 3 Business Certification Program Information

Bidders, to become Section 3 Certified, the guidance and contact information is provided below.

City of Flint Section 3 Business Certification Program

Contact City of Flint's Department of Community and Economic Development at (810) 766-7436 for information regarding the Section 3 Business Certification Program. To apply, complete and submit the form "City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity" available on the City of Flint website at:

<https://www.cityofflint.com/planning-and-development/community-and-economic-development/>

The online PDF containing the "City of Flint - Certification for Business Concern Seeking Section 3 Preference in Contracting and Demonstration of Capacity" form, also includes additional information and forms of interest:

- Mott Community College Workforce & Economic Development's information for residents interested in applying to be Section 3 workers and the accompanying Application for Resident Seeking Section 3 Certification form
- Section 3 Developer/Subgrantee Employment Roster form
- Section 3 General Contractor/Subcontractor Timesheet Summary form

Submission of Low-Income Employee Information

Bidders are required to submit the following information with their RFP regarding their low-income employees:

- a. List of low-income employees
- b. Starting/ending dates of employment
- c. Position(s)

To submit this information, please use the Section 3 Developer/Subgrantee Employment Roster form provided at the website listed above.

Samples of type of eligible Section 3 positions are as follows:

- Construction: cement/masonry, demolition, electrical, engineering, fencing, heating, machine operation, painting, and surveying;
- Administrative Management: accounting, payroll, research, bookkeeping, purchasing, and word processing;
- Services: marketing, janitorial, photography, catering, landscaping, printing, computer/information, manufacturing, and transportation.

Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Section 3 Business Enterprise (S3BE) is a business which is Section 3 certified and provides evidence that it meets at least one of U.S. Housing and Urban Development's (HUD's) three criteria:

- a) 51% or more owned by Section 3 residents; or
- b) At least 30% of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following:

- 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California;
- 2) one or more disabled veterans own 51% percent of the firm;
- 3) the management and control of the daily business operations are by one or more disabled veterans; and
- 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.