



CITY OF FLINT

Department of Purchases & Supplies

Dr. Karen Weaver
Mayor

Derrick F. Jones
Purchasing Manager

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., Room 203
FLINT, MI 48502

Proposal No. 17-543

SCOPE OF WORK:

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

REPLACEMENT OF WATER SERVICE LINES

per the attached additional requirements.

If your firm is interested in providing the requested services, please submit 1 original, 1 copy, and 1 CD and/or flash drive containing an electronic version of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502, by **Thursday, June 16, 2016 @ 3:00 PM EST**. Please note: all proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

A mandatory pre-proposal meeting will be held on **Wednesday, June 8, 2016 @ 10:00 AM (EST)** at City Hall, 1101 S. Saginaw St., Flint, MI 48502 in City Council Chambers. This will be the only venue that potential vendors will be able to have a face-to-face conversation with both the Purchasing Department and Utilities Division. The City will also provide a specimen of a contract that will spell out additional terms and conditions for this project.

A bid guaranty or a cashier's check, representing five percent (5%) of the bid submission, must be submitted with the bid. A cashier's check **will not** be accepted as an alternative.

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

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Bidders are advised to rely only upon the contents of this Request for Proposal (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.**

- 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) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive:
i.e. All forms contained in this RFP, fully completed.
 - b) Proposal must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street -Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid 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. Bids 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 Bidder's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Bidder 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 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) Proposal must be held firm for a minimum of 120 days.
 - i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.

- 4) **EXCEPTIONS:** Bidder 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 Bidder's 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 Bidder's proposal, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any 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 proposal.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. 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 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 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 Bidder is debarred by the City of Flint from consideration for a contract award.
- 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:** Proposals 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 proposal to the lowest responsive, responsible Bidder. 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 bids must be firm for at least 120 days from the due date of the proposal. If, for by reasons of refusal by the vendor/contractor, 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 bidder 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 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) **BID HOLD:** The City of Flint may hold proposals for a period of one hundred - (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:** Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and a half percent (3 ½%), the County vendor may have a competitive advantage.
- 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. The bidder agrees that all of the obligations required by him/her pursuant to this Agreement shall be performed by him/her or by others employed pursuant to this Agreement shall be performed by him/her and working under his 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 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. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** 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. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases.
- 23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 PA. 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) **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.
- 27) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or bid in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91, The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.
- 29) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- (a) Residents of the City:
At a rate equal to 1 % of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, bid, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), 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.
- 32) **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.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond 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.
- 35) **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 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 Contractor's acts, omissions, faults, and negligence or that of any of his/her 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.

- 36) **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.
- 37) **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.
- 38) **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.
- 39) **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.
- 40) **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:** In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this

Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

In the event a Court of competent jurisdiction enters an order holding that this Contract is invalid, illegal, or unenforceable, then either party may terminate the Contract. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

- 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 BIDS:** In the City's evaluation of proposals, at minimum; firm's written proposal, the qualifications of the firm, the overall fee structure, feedback from references, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified. While the City has established a form to evaluate proposals received, the intent of this process is to choose the best-evaluated proposal (please see Appendix 1 for evaluation form that will be utilize for this project). The City reserves the right to enter into negotiations with selected vendor(s), for further clarification, even though these negotiations may result in changes to specifications and pricing.
- 45) **FURNISHING OF BONDS:** Contractor shall furnish to the City at his or her own cost, performance and payment bonds in the full amount of the contract price insuring that it shall fulfill all of the provisions of the contract documents, shall satisfactorily complete the Work, and shall make prompt payment to all persons furnishing material or labor required in prosecution of the Work as required by law. Bonds must be issued by a surety company. Contractor's bonds shall be accompanied by powers of attorney authorizing execution of behalf of the surety and Contractor, and must be countersigned by a duly authorized Michigan agent of the surety.

INSURANCE REQUIREMENTS

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement.

Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

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

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

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

Proposal Submission

Proposal Due Date: Thursday, June 16, 2016 by 3:00 (EST)

Submit to City: 1 printed, signed, original proposal and signed addenda,
1 copy of all submitted documents
1 CD and/or flash drive containing an electronic version of the proposal

Send to:

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

Important Notice:

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

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

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. It is anticipated that an addenda to this RFP will be developed and shared with all Vendors. Addenda will include Vendor questions, City responses and additional information that the City wishes to include to assist Vendors with development of responses. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	Friday, May 27, 2016 after 3:00 PM
Place Ad in Newspaper, periodicals	Thursday, May 26, 2016 before 2:00 PM
Vendor mandatory pre-proposal meeting	Wednesday, June 8, 2016 @ 10:00 AM
Deadline for clarification questions	Friday, June 10, 2016 before 5:00 PM (EST)
City distributes responses for Vendor RFP clarification questions and additional information in addenda	No later than Tuesday, June 14, 2016
Vendor proposals due date	Thursday, June 16, 2016 before 3:00 PM
Notification of interviews (if applicable)	TBA
Vendor interviews	TBA
Selection of Vendor(s)	June 22, 2016

Any written questions regarding this project shall be directed to Derrick Jones @ djones@cityofflint.com using the subject title of "RFP #17-543 - Question." Questions must be submitted by Friday, June 3, 2016 before 5:00 PM (EST), and the responses will be discussed during the pre-conference meeting and posted no later than Wednesday, April 13, 2016.

Sincerely,



Derrick F. Jones,
Purchasing Manager
Department of Purchases & Supplies

INTRODUCTION

Information about the City of Flint

The City of Flint (the City), incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

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

Water Line Replacement Project

An analysis of service lines has been performed for the City and it has been determined that there is a need to replace said service lines in different areas of the City. The focus of the replacement will be in neighborhoods with the greatest density of lead and galvanized service lines. Replacement of these service lines has been determined to be the best remedy in restoring the integrity of the drinking water system.

It is estimated, based on the City records and a Pilot Study, that there are 3,414 known lead service lines, 7,889 known galvanized lines and 8,969 lines of unknown composition, but which may be lead or galvanized. Other reliable sources, based on comparison of known lines with homes of similar age, construction methods, and locations, believe that there are 4,376 known lead lines and 11,000 unknowns, but project that, based upon trends in data previously used, another 4,000 service lines are lead-based. This data will be continuously updated for later phases of service line replacement.

To date, the City has received \$2 million from the State towards this project. The City may receive additional funding from the state or federal funding in order to continue the replacement of lead and galvanized residential service lines, as expeditiously as possible.

This RFP is for the first phase of service line removal which will include the removal and replacement of lead and galvanized service lines to homes as possible, with the object to replace as many lines as possible. The City has designate the areas for service line replacement based upon a combination of the criteria discussed above. The areas designated

for service line replacement will be comprised of neighborhood segments of 50 residences each.

The City will continue to validate the accuracy of the City Water Department records on the composition of the residential service lines as well as gain further needed knowledge on the depth of the lines, soil composition, age of homes most likely to have a lead service line, the methods used for original line installation, the effects of the corrosivity on service lines, and to better assess the method and costs of service line replacement. Thus, successful bidders will be asked to cooperate in the creation and maintenance of data on all lines replaced.

Scope of Work

Requested Services

The City is seeking a General Contractor, or the like, that has at least five (5) years' worth of experience in replacing service lines, and has a certified plumber on staff to perform the replacement of service lines to various residential homes/buildings located within the City of Flint. The selected vendor will have a designated individual who will perform as a "project manager," or like, in which the City will provide direction and receive timely updates as to vendor's progress on this project. This project work shall consist of replacing service lines by excavating streets and/or yard areas, removing existing lines, installing copper water service lines, extending service lines into the interior of houses, and patching pipe penetration, and temporary restoration. Vendors should be capable of installing water service lines using trenchless technology and equipment. Vendors may submit proposals that utilizes a different methodology as described in this RFP, however, said methodology will have to be approved by the City and the vendor will have to articulate the full process in which they will install service lines in their proposal. If vendors are award a contract and are seeking to expand their workforce to accommodate the contract, the City encourages hiring residence that reside within the City's corporate limits in order to fulfill the vendor's requirements.

1. **Requirement** - All project installation work shall be completed in conformance with the general conditions and construction specifications established by the City of Flint, Michigan Department of Transportation (MDOT) and any other provisions established herein.
2. **Utilities** - The selected Contractor shall be responsible for obtaining utility locations from the MISS DIG System. Contractor shall be responsible for conducting an evaluation to assess the nature, depth and location of all sewer mains and laterals.
3. **Subcontractors** – The Contractor shall submit a list of all subcontractors that may be used on the project to assist with project work.
4. **Contract Time** - The Contractor shall begin installation of the service lines no later than 10 days after receiving the notice to proceed from the City. The Contractor will have to coordinate any other public or private street work occurring concurrently within the project area and the State of Michigan's Department of Environmental Quality (DEQ) . Vendor will also have to communicate with awarded neighborhoods and residents of to inform them of the work that will be performed along with a time frame in which a resident's home will undergo construction. Information disseminated to residents must reflect any instructions that will have to be performed by the homeowner (resident) during the construction.
5. **Coordination of Work with City Representatives** – Contractor will be responsible for coordinating and scheduling all project work with designated individual the City of Flint has assigned to this project.

6. **Suspension of Operations** - The City can suspend operation of work without cost to the City if the Contractor has failed to correct unsafe conditions, failed to carry out provisions of the contract, conditions deemed to be in the public interests, when City has determined that additional excavations in needed prior to installation of service lines, and quality or quantity of work being performed is not in adherence to the project specifications or schedule.
7. **Permits** – Vendor will be responsible to pay a \$400/unit permit fee before work can commence.
8. **Contract Work Schedule** – Vendor shall be responsible for coordinating and scheduling all project work with the designated City staff to avoid conflicts with other construction activities occurring in project areas.
9. **Traffic Control** - Contractor shall be responsible for the placement, maintenance, and removal of all traffic control signs, barricades and fencing necessary to protect the public and residents from injury.
10. **Service Line Installation Procedures** – Non-standard (lead and galvanized iron pipe) water service lines may exist between the water main and curb box or between the curb box and water meter located inside the house or in a meter pit outside of the house/building. In other instances, the entire water service line from water main to meter may consist of non-standard materials. Contractors will perform the work as follows:

Pre-construction Procedures

- a) _____ Water service replacement permit (private property access) – required
- b) _____ Right-of-way utility excavation permit and fees up to \$400.00
- c) _____ Submit to the City of Flint – City of Flint – Finance Department – Indemnification Insurance Certificates
- d) _____ Notify City of Flint – Department of Transportation – Traffic Engineering a minimum of 3 working days of Temporary Maintaining of Traffic Plans for streets affected by water service replacements.
- e) _____ Notify City of Flint Water Service Center a minimum of 3 working days prior to starting construction.
- f) _____ Notify Miss Dig 72 hours prior to construction.
- g) _____ Provide video of outside property and house interior (vicinity of meter) prior to start of construction.
- h) _____ Provide video of sewer lateral from right-of-way to building prior to start of construction.
- i) _____ Provide a communication plan for all awarded areas.
- j) _____ Contact DEQ at least five days prior to replacement, so water sampling can be done

Construction Procedure

Standard/Baseline Site Procedure/Specification: Residential household on two lane residential street requiring a water service replacement from the meter (located in house) to the curb stop/box and water service replacement from curb stop/box to water main corporation connection.

- a) _____ Locate water main within the right-of-way. (MISS DIG)
- b) _____ Locate and excavate curb stop/box down to water service connections.

- c) _____ Identify water service material towards private property and towards water main
- d) _____ If lead or galvanized material is identified towards water main, excavate the water service to the corporation connection into water main
- e) _____ If lead or galvanized material is identified towards private property, excavate the water service to the location of service into building.
- f) _____ Remove/replace service line(s) that have been determined to be composed of lead or galvanized with copper from meter and/or water main to newly installed curb stop/box. All connections shall be per the Plumbing Code. Specified materials – ¾" Type K Copper for services; Ford type or similar approved for curb stops/box; if necessary Ford type or similar approved for corporations and saddles. Water services are to be installed a minimum 48" below the surface. Preferably 60" below roadways. Water services need to be at 90 degrees to curb stop and corporation connections, no curving or looping of copper at any location along the alignment of the new water service being installed.

If work is required on water main, it shall be completed by City of Flint Water Service Center personnel only.

- g) _____ Water service lines shall be perpendicular to buildings and main having no curves between building and main (preferred, if possible). Trenchless installation of water services using push bores, directional drilled, and other approved methods shall use standard, approved construction methods. The contractor shall submit a boring plan detailing equipment, materials and procedure to be used prior to beginning work. Contractor will be responsible for approved repair to any damaged utility facilities at no additional cost to the contract.
- h) _____ All excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks must follow the attached utility trench details to at least 95% of the materials maximum density. All such excavations shall be capped off with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained by the vendor until the City has performed the final restoration.
- i) _____ All excavations with the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. When weather permits, the top 3 inches of backfill material will be removed and 3" of screened topsoil will be placed in the excavation. Seed and mulch will be placed per manufacturers recommendations.

Post-Construction (These items will be completed by selected vendor and

The City)

- a) _____ All work on replacing water service is completed, including “temporary” restorations.
 - b) _____ All documents related to replacing the water service line have been completed. These documents include, but are not limited to, this form (with the following information included/complete); specific observations regarding the original water service (material, condition, size, etc.); description of work performed; measurements of the work performed; GPS coordinates of the curb stop/box; name and signature of the person completing the report.
 - c) _____ All documents provided to all necessary agencies including the City of Flint Water Service Center.
 - d) _____ Proper inspections must be performed by City Departments (BSI, Street Maintenance, and Water Service Center)
11. Additional Conditions – The City has the right to award multiply contracts for this project. Selected Vendor(s) may be required to submit daily reports that will be discussed upon the award of contract(s). Selected vendors will also be required to participate in pre-construction meetings as appropriate to establish an understanding among the parties as to the manner in which the Work will proceed.

Methodology of Installation of Non-Standard (lead and/or galvanized pipe) Water Service Lines

1). Non-standard (lead and galvanized pipe) water service lines may exist between the water main and curb box or between the curb box and water meter located inside the house or in a meter pit outside the house/building. In other instances, the entire water service line from water main to meter may consist of non-standard materials. Except for excavations necessary to expose the water main and curb box, service lines shall be installed by use of trenchless technology methods unless otherwise approve by the City of Flint. The method used for replacing lead services shall be by the cable method, which involves the use of a cable placed inside the existing lead service line with the new replacement copper line attached on the other side. The cable is then pulled using a winch or backhoe bucket to remove the old service line while pulling in the new copper line. This process is used separately for the service line between the main and curb box and between the curb box and house. If the old service line cannot be removed by the cable method, the new service line shall be installed by use of boring equipment. During the water service installation process, all valves serving the house/building shall be turned off to prevent particles from entering water system. Upon commencing work on any segment of a lead service line, either from the water main to curb stop valve or from the curb stop valve to house, neither segment of the water service line shall be used for water service until all segments of a non-standard service line are replaced. All joints, fittings and valve connections shall be exposed during a test period. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City’s annals.

2). Replacement of Non-Standard Service Lines

A. Non-Standard Service Lines between Water Main and Curb Box

For non-standard service lines located between the water main and curb box, the vendor shall excavate the service line at two locations; at the water main, which is typically located beneath the street pavement, and at the curb box, typically located near the sidewalk. The old service line will then be disconnected at the water main and curb stop and a new copper service line is then installed using the cable or boring method. The new copper service line will then be connected to the old corporation valve on the existing water main using appropriate adaptors and fittings. Existing corporations are typically ¾" in diameter and transition fittings may be required for connection to the new service lines. If a standard service line (copper) exists between the curb box and house/building, the vendor will connect the new service line to the existing curb box after first flushing the new service line from main to curb box. The City is requesting that vendor replace the curb stop at these locations.

B. Non-Standard Service Lines between Curb Box and House

For non-standard lines located between the existing curb box and house, the vendor shall excavate the curb box, which is typically located near the sidewalk or property line. The water service line inside the house/building on the inlet side of the water meter shall also be disconnected by the vendor. The opening in the wall at the location where the service line extends through the foundation of the house/building shall then be enlarged by the contractor if necessary. The new copper service line will then be installed between the house and curb box using the cable or other approved method. The vendor shall extend the new service line into the home/building and connect the line to the water meter. If it is necessary to use boring equipment to install the service line, the boring equipment shall bore through the foundation/basement wall of structure and the old service line shall be abandoned on the inside of the basement wall by removing at least two (2) inches of the lead service lines from within the basement wall, filling the interior of the remaining pipe with mortar. If it becomes necessary for the vendor to excavate on the outside of the building foundation to facilitate installation of the water service line, such work shall be completed in a manner that causes the least amount of disruption to yard areas and other locations near the home/building. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals

C. Non-Standard Water Service Lines between Water Main and House

Where the entire water service line (water main to building) consist of non-standard materials, the vendor shall follow the installation procedures described above and also install a new curb stop valve and curb box near the sidewalk at a location approved by the City. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals. The partial replacement of non-standard water service lines is not allowed.

D. Existing Standard Water Service Lines between Water Main and House

Where the entire water service line consists of standard materials (cooper) from the main to the house, the vendor shall restore the sight to original existence. The vendor will contact the City (the Water Service Center) in order for an inspection to be performed to ensure that work has been done correctly and to properly record the work for the City's annals

In all cases, prior to reconnecting the water meter, the new service line shall be thoroughly flushed with sufficient water volume and velocity to remove all foreign material from with the pipe. If material within the pipe damages or plugs a customer's meter or service piping, the vendor shall be responsible for the cost of all repairs to the service line and related plumbing.

After reconnection of the service line, an outside faucet shall be turned on for a period of at least two minutes to further flush any foreign material from the service line.

3). Excavation

Vendor shall furnish all labor, equipment and materials necessary to expose all parts of the water service system necessary to replace the existing water service line and, if applicable, remove or abandon the non-standard service line. Except where otherwise approved by the City, vendor will cut pavement/curb/sidewalk to an appropriate dimension to carry out the appropriate repair, and the excavation and installation process shall be performed in a manner to allow placement of the new service line at a final cover depth of (five) 5 to (six) 6 feet below finished grade regardless of the depth of the existing water service or water main. Except where otherwise approved by the City, all excavations necessary to complete the water service replacement (under roadways, curbs, driveways, approaches, and sidewalks) must follow the utility trench details (see Appendix 2) to at least 95% of the materials maximum density. All such excavation shall be capped off with a minimum of 8" of 23A limestone aggregate in the thickness under sidewalks, driveways, and approaches. A minimum of 12" of 23A limestone is required under all roadways and curb lines. These temporary restorations will be maintained at the contractor's expense until the City has performed final restoration. All excavations with the lawn/green belt areas are to be backfilled with the excavated material, well graded and free of any debris. These excavations will be filled to the level of the adjacent ground and left smooth. When weather permits, the top 3 inches of backfill material will be removed and 3" of screened topsoil will be placed in the excavation. Seed and mulch will be placed per manufacturers recommendations.

4). Safety

Vendor(s) will furnish the City written detailed safety procedures that will be instituted to maintain selected vendor(s) and their subcontractor employee's safety on awarded job sites. The procedures should address the manner in which vendor will meet the following requirements:

- A. Vendor will adhere to all safety procedures (or processes) that have been mandated by all applicable federal and state safety regulations, safe practice, using materials, tools and rigging of a safe character. Vendor shall strictly comply with these laws, rules, and regulations including, but not limited to, OSHA and MIOSHA requirements, including without limitation MIOSHA "Right to Know" obligations, Michigan Occupational Safety and Health Act of 1974, and shall provide documented evidence of compliance upon request.
- B. Vendor shall provide and use all necessary guards, railings, barricades and other protective devices to permit a safe working environment for vendor's employees, other contractors in the area of work site, City employees, and the public.
- C. The employees of the vendor shall wear the appropriate safety protective gear such as safety glasses, side shields, hearing protection, and any other gear deemed required to wear within construction site.
- D. Vendor shall comply with OSHA and MIOSHA confined space requirements and procedures.
- E. Vendor must make the City aware of safety violations or any injuries that have occurred on job sites.

Submittal Requirements

Vendors that are interested in submitting proposals for these services must at a minimum submit the following information with their proposal:

Checklist

- Vendor must complete and submit checklist document (Exhibit A)

Forms

- Complete the Non-collusion Affidavit (Exhibit B).
- Vendor must sign and complete Bid Form (Exhibit C) and applicable Affidavit

Cost

- Complete "Bid Analysis Form" (Exhibit D)

Capacity

- Vendor is to provide a list of equipment /assets in which company owns and intends to use to complete the work as defined in this document. City may contact vendor to perform an on-site inspection of listed equipment.
- Latest financial statements or letters from appropriate sources (CPA/accountant) which should document that vendor has financial capacity to fulfill the contract obligations, finance required equipment, and working capital.
- Provide a written overview of the services that the vendor will provide, detail any limitations that the vendor perceives that may be of concern, a preview of a communication plan that will be used to inform resident of work being performed in their area, and a work plan of how the vendor will replace lines in an area..
- Provide information on how your company will track, record, and submit monthly reports that reflect data on the work that has been performed.

Experience and Qualifications

- Describe experience your company has in providing similar services (include number of years).
- Identify all subcontractors (if applicable) and provide same information as proposed vendor.
- Describe how your company meets or exceeds the minimum qualification of the services requested.

References

- Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.

Other

- Provide any additional information that will assist the City in understanding your company.

APPENDIX

- | | |
|------------|--|
| Appendix 1 | A sample copy of the evaluation form |
| Appendix 2 | A plan view sketch of service line replacement |

Evaluation Form

In evaluating responses to the RFP, the City of Flint will take into consideration the experience, pricing, location and scheduling that are being proposed by the Respondent.

RFP Respondent's Name: _____ **Total Points:** _____

RFP Checklist:

- Experience and qualifications
- Cost information
- References
- Vendor has full understanding of scope of service and complete proposal package
- Local vendor
- Capacity to perform the work

Evaluation Criteria:

The point system is to evaluate the experience and capacity of the Respondent.

1. Experience and qualifications

Five (5) to ten (10) years of experience doing this type of work	20 Pts.
Two (2) to four (4) years of experience doing this type of work	15 Pts.
Less than two years	10 Pts.

2. Pricing Proposal

Lowest bid amount	30
Next lowest bid amount	25 Pts.
Each additional lowest bid amount will be reduced by 5 pts.	

3. Located with the City of Flint

Located in Flint	10 Pts.
Located with Genesee County	5 Pts.

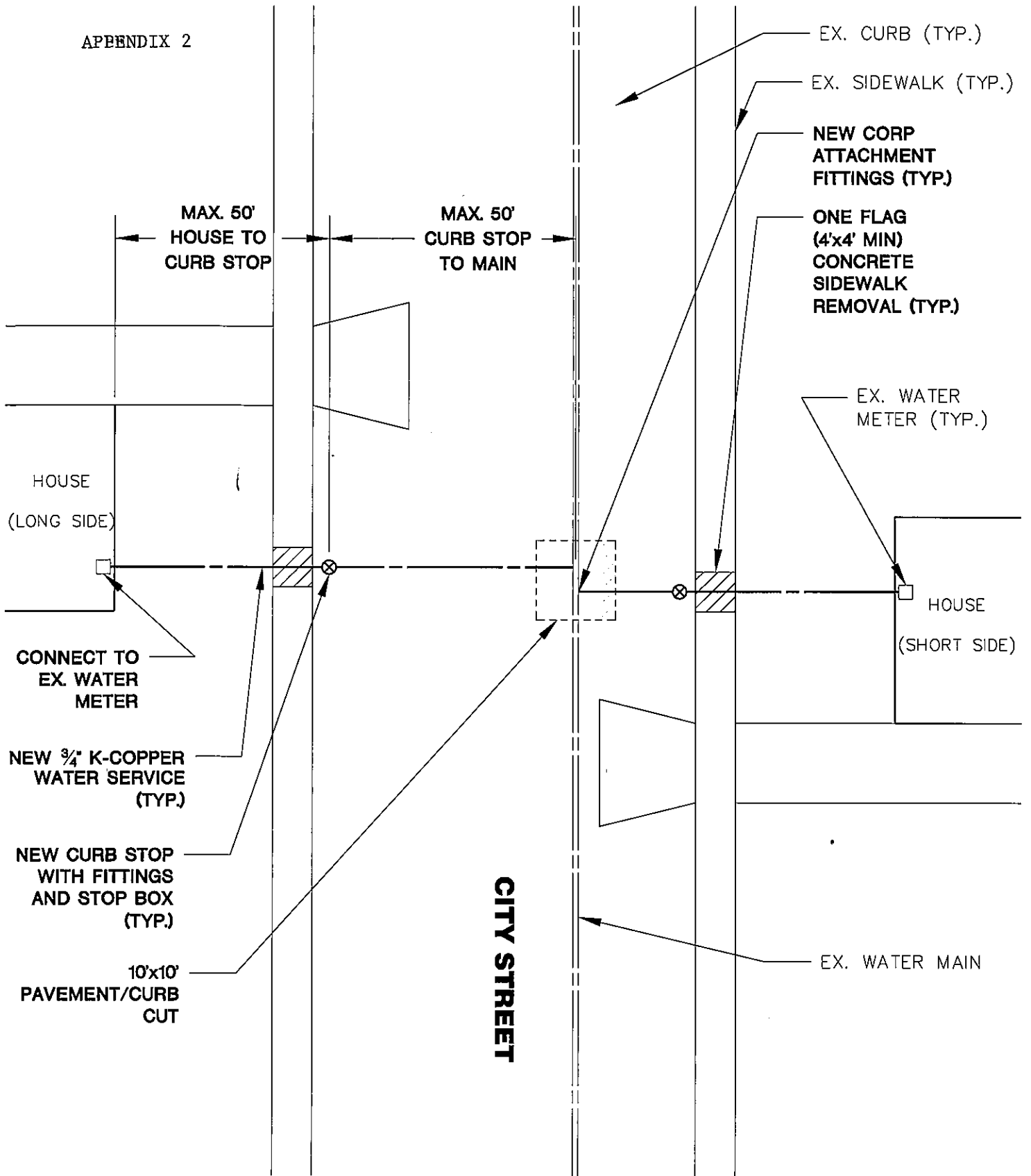
4. Vendor understanding of scope of service

Vendor fully understood scope of service	20 Pts.
Points assigned may vary	

5. Capacity

Does vendor have necessary resources (human and capital)	20 Pts.
Points assigned may vary	

Evaluator: _____



CITY OF FLINT
WATER SERVICE REPLACEMENT
PLAN VIEW SKETCH

**EXHIBIT A
CHECKLIST OF ITEMS REQUIRED FOR SUBMISSION
OF PROPOSAL #17-543**

Vendors must complete this sheet and submit with their bid, along with the following items:

- _____ Checklist form
- _____ Cost information
 - Completion of Bid Analysis forms – Exhibit D
- _____ Capacity information
 - Vendor has to provide information on their capacity to perform the work outlined in the proposal
- _____ Experience and qualifications
 - Describe experience your company has in providing similar services (include number of years).
 - Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill in which waste and compost will be disposed for the period of this contract. The City may request financial information of said landfill at a later date.
 - Describe how your company meets or exceeds the minimum qualification of the services requested.
- _____ References
 - Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.
- _____ Other
 - Any information that the vendor would like to submit with their proposal
- _____ Bid bond
- _____ Completion of Collusion Form - Exhibit B
- _____ Completion of Bid Form and Affidavits – Exhibit C

Please note: failure to submit the above items will result in a rejection of your bid.

EXHIBIT B

Non-Collusion Affidavit

State of _____:

s.s.

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

(Signature)

(Printed Name)

(Position/Job Title)

Notary Seal:

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.....

FOR AGENT

STATE OF

S.S.

COUNTY OF

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

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

* Notary Public, County,.....

My Commission expires , 20.....

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

EXHIBIT C
BID FORM
Replacement of Lead Service Lines

ARTICLE 1 – BID RECIPIENT

- 1.1 This Bid is submitted to:
City of Flint
1011 S. Saginaw St.
Flint, MI 48502
- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any

Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Documents.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- H. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

I state that _____ understands and
(Name of my Firm)

Acknowledges that the above representations are material and important, and will be relied on by the City of Flint in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Flint of the true facts relating to the submission of bids for this contract.

(Signature)

(Printed Name)

(Position/Job Title)

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**EXHIBIT D
BID ANALYSIS FORM**

VENDORS MUST COMPLETE THESE SECTIONS

The specification has been designed for the Contractor to submit pricing on a "Standard Model" of replacing service lines along with an itemization of labor, material cost, and equipment.

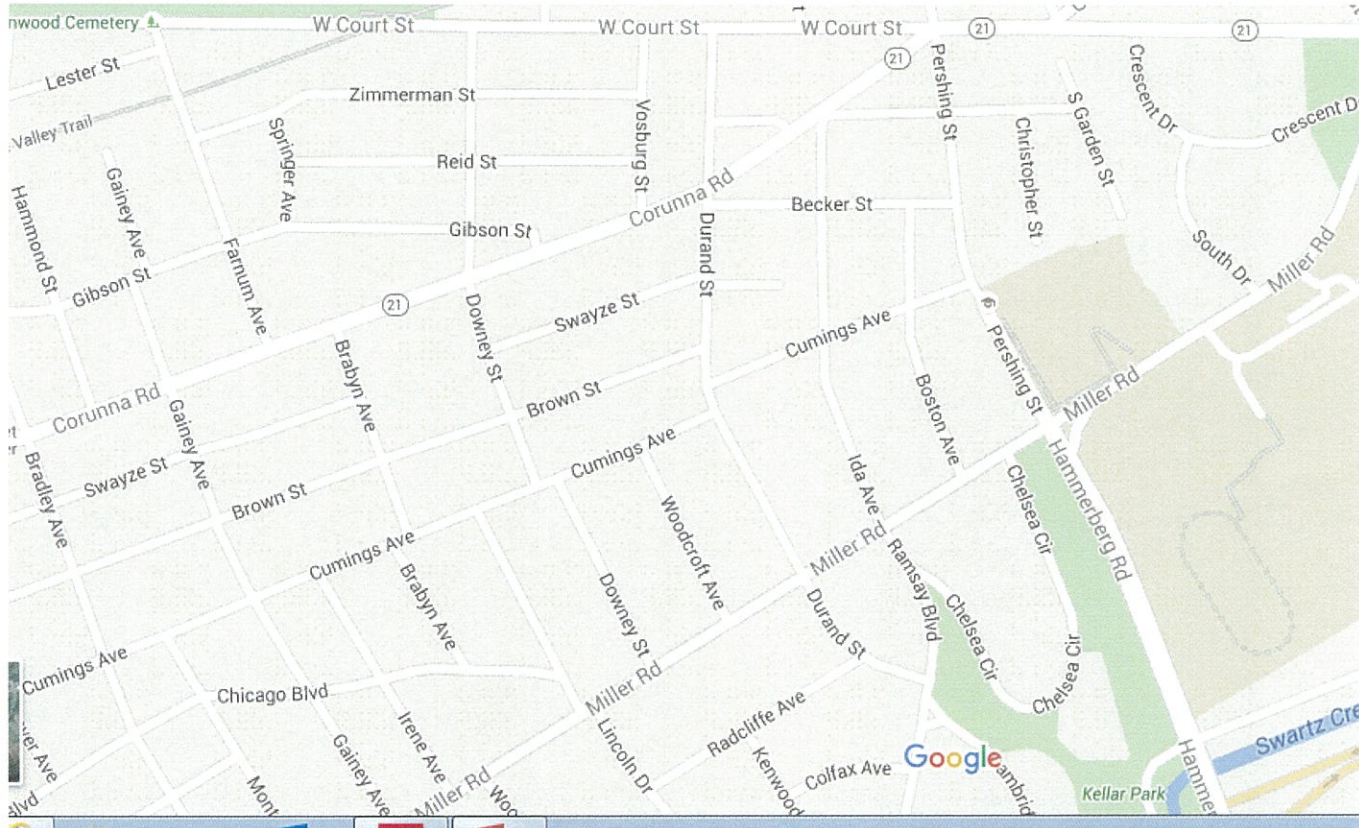
Standard Model – the work performed in this scenario consist of excavating, installing 50' of pipe from Curb Stop to main, installing 50' of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10'X10'), and proper testing performed to validate site operational (see attached drawing)

Southwest Area – 104 Homes

The work performed in this scenario consist of excavating, installing 50' of pipe from Curb Stop to main, installing 50' of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10'X10'), and proper testing performed to validate site operational.

Address Range	No. of Units	Cost (To replace lead and/or galvanized line from main to curb stop to home/building) Per Unit (A)	Cost (To replace lead and/or galvanized line from the water main to curb stop) Per Unit (B)	Cost (To replace lead and/or galvanized line from the curb stop to home/building) Per Unit (C)	Cost (To dig & back fill home/building if current lines are copper- no replacement required) Per Unit (D)
1117-1312 Ida Ave	31				
1124-1202 Boston Ave.	23				
1117-1412 Durand St.	27				
1940-2021 Becker St.	23				

SOUTHWEST AREA

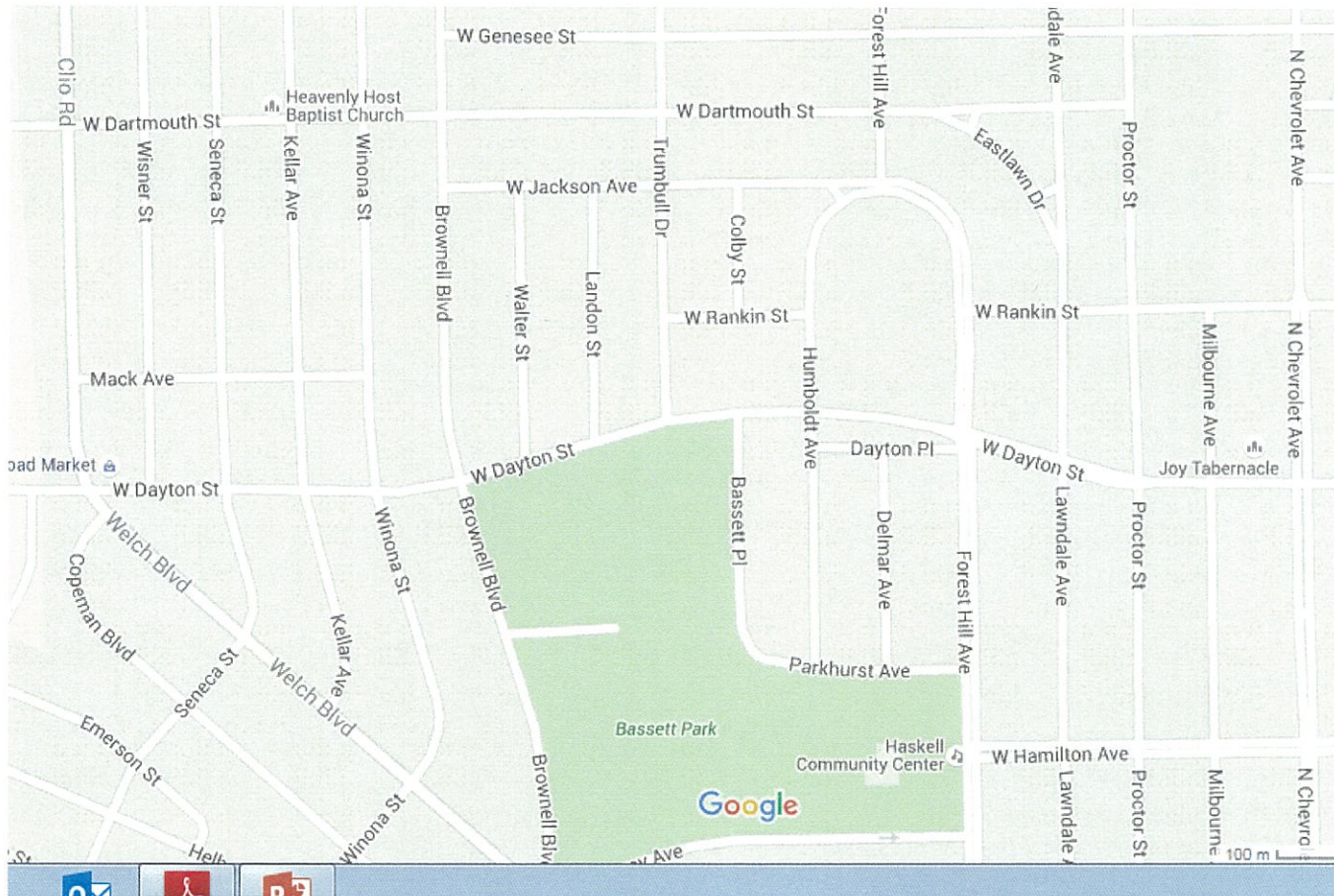


West Side Area – 300 Homes

The work performed in this scenario consist of excavating, installing 50' of pipe from Curb Stop to main, installing 50' of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10'X10'), and proper testing performed to validate site operational.

Address Range	No. of Units	Cost (To replace lead and/or galvanized line from main to curb stop to home/building) Per Unit (A)	Cost (To replace lead and/or galvanized line from the water main to curb stop) Per Unit (B)	Cost (To replace lead and/or galvanized line from the curb stop to home/building) Per Unit (C)	Cost (To dig & back fill home/building if current lines are copper- no replacement required) Per Unit (D)
2509-2808 Brownell	36				
2020-1602 W. Dayton	14				
2511-2709 Walter St.	33				
2719-2510 Landon St.	28				
2715-2738 Trumbull	19				
1701-1908 Dartmouth	22				
1410-1908 W. Jackson	17				
1201-1614 W. Dartmouth	45				
2601-2634 Colby St.	16				
1213-1605 W. Rankin	9				
24221-2430 Bassett Pl.	12				
2437-2625 Humboldt Ave.	37				
2610-2654 Forest Hill Ave.	12				

WEST AREA

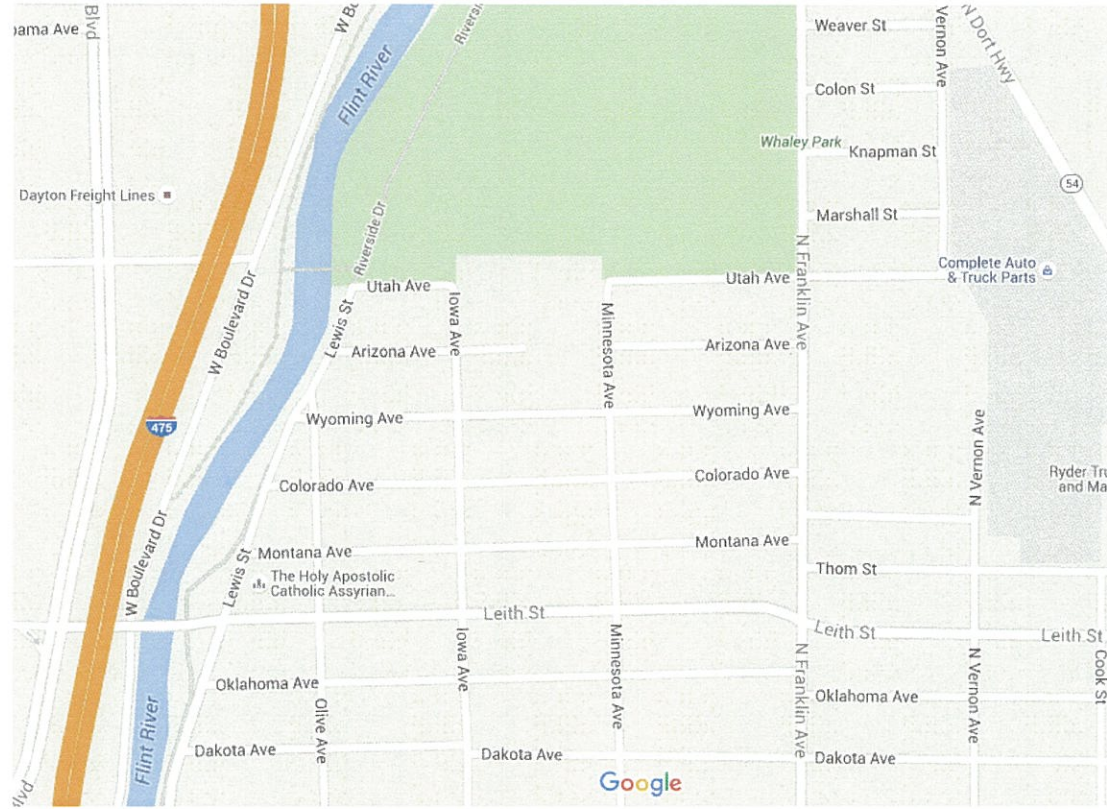


East Area – 96 Homes

The work performed in this scenario consist of excavating, installing 50' of pipe from Curb Stop to main, installing 50' of pipe from Curb Stop to residential home connecting to water meter, installing of new curb stop with fittings and stop box, curb cut (10'X10'), and proper testing performed to validate site operational.

Street Boundaries	No. of Units	Cost (To replace lead and/or galvanized line from main to curb stop to home/building) Per Unit (A)	Cost (To replace lead and/or galvanized line from the water main to curb stop) Per Unit (B)	Cost (To replace lead and/or galvanized line from the curb stop to home/building) Per Unit (C)	Cost (To dig & back fill home/building if current lines are copper- no replacement required) Per Unit (D)
1518-1730 Utah	7				
1722-1821 Arizona	20				
1514-1801 Wyoming Ave.	28				
1506-1733 Colorado Ave.	41				

EAST AREA



Itemized Cost Analysis

VENDORS MUST COMPLETE THESE SECTIONS

Itemized Cost for Labor

Class	Straight Time – Labor Rate (Dollar/Hr)	Over Time – Labor Rate (Dollar/Hr.)	Fringe Benefits (Dollar/Hr.)	Insurance & Taxes (Dollar/Hr.)	Total
	A	B	C	D	(A+B+C+D)
Journeyman					
Foreman					
Operator					
Labor					

Itemized Cost for Materials

Main to House

¾" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
¾" Lead to copper corp adaptor	1		
¾" Copper Curbstop	1		
¾" AMS/meter valve	1		
¾" Copper Tubing in ft.*	50 ft.		
Complete curb box	1		
Yds. Of Fill sand	30 yd.		
Coldpatch	2 tn.		

*This is just an estimate, the City will only pay the vendor the actual quantity used for each site

Itemized Cost for Materials
Main to House
 2" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
2"x6" tapping saddle	1		
2" Corporation valve	1		
2" Copper Curbstop	1		
2" Gate Valve	1		
2" Copper Tubing in ft.	50 ft		
Complete Valve box	1		
Yds. Of Fill sand	30 yd.		
Coldpatch	2 tns.		

Itemized Cost for Materials
Main to Curb
 ¾" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
¾" Lead to copper corp adaptor	1		
¾" Copper Curbstop	1		
¾" Copper Tubing in ft.*	30 ft.		
Complete curb box	1		
Yds. Of Fill sand	30 yd.		
Coldpatch	2 tn.		

*This is just an estimate, the City will only pay the vendor the actual quantity used for each site

Itemized Cost for Materials
Main to Curb
 2" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
2"x6" tapping saddle	1		
2" Corporation valve	1		
2" Copper Curbstop	1		
2" Copper Tubing in ft.	30 ft		
Complete Valve box	1		
Yds. Of Fill sand	30 yd.		
Coldpatch	2 tns.		

Itemized Cost for Materials
Curbstop to House
 ¾" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
¾" Copper Curbstop	1		
¾" AMS/meter valve	1		
¾" Copper Tubing in ft.*	30 ft.		
Complete curb box	1		
Yds. Of Fill sand	22 yd.		

*This is just an estimate, the City will only pay the vendor the actual quantity used for each site

Itemized Cost for Materials
Curbstop to House
 2" Service line replacement

Description	Approximately Quantity	Unit Price	Extended Price (Quantity X Unit Price)
2" Copper Curbstop	1		
2" Copper Tubing in ft.	30 ft*		
Complete Valve box	1		
Yds. Of Fill sand	22 yd.		

*This is just an estimate, the City will only pay the vendor the actual quantity used for each site

Itemized Cost for Equipment

Equipment	Approximately Quantity	Unit Price (Per Hour)	Extended Price (Quantity X Unit Price)
Backhoe	1		
Tandem Axle Dump Truck	1		
Stepvan with Compressor	1		
1 ton Dump truck	1		
Other (Vendor to specify any additional equipment needed to perform requested work)			

Answer the following questions:

1). Please provide the number of crews your company will utilize to perform the requested work. _____ Crews

2). How many personnel will consist of one crew? _____ Personnel

3). Please provide the number of hours it will take your crew to complete one full installation of service lines from the main to the house/building _____ Hrs.

Certification Form Note

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE 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.

Fed. ID #: _____

COMPANY NAME (Respondent): _____

ADDRESS : _____

CITY/STATE/ZIP : _____

PHONE : _____ FAX: _____

E-MAIL : _____

PRINT NAME and Title : _____
(Authorized Representative)

SIGNED : _____
(Authorized Representative)