



REQUEST FOR PROPOSALS

2024 CITY OF GRAND LEDGE 3-YEAR RESIDENTIAL/COMMERCIAL CROSS-CONNECTION CONTROL PROGRAM SERVICES

DATE:	March 5, 2024
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PROPOSAL DUE DATE & BID OPENING:

Tuesday, March 19, 2024, at 10:00 AM

PROPOSAL DELIVERY LOCATION:

City of Grand Ledge
ATTN: Kurt Ristow, Public Works Superintendent
310 Greenwood Street, Grand Ledge, Michigan 48837

CONTACT:

Kurt Ristow, Public Works Superintendent
517-627-2149 | kristow@cityofgrandledge.com

Contents

Request for Proposal (RFP).....	3
Introduction:	3
Selection Timetable:.....	3
Submittal of Proposal:	3
Minimum Qualifications:	4
Cross-Connection Control Program Specifications:	5
Contractor Responsibilities:	5
City of Grand Ledge Responsibilities	7
Delivery of Services:	7
Qualifications of the Firm:	8
Evaluation Process:	8
Conflict of Interest:	9
Subcontracting:	9
Labor Laws and Equal Employment Opportunity:	10
Indemnification and Hold Harmless:	10
Insurances:	10
General Notes:.....	11
Contract Type/Term:	11
Billing Process:	11
Bidders Proposal.....	13

Request for Proposal (RFP)

2024 CROSS-CONNECTION CONTROL PROGRAM SERVICES - CITY OF GRAND LEDGE

Introduction:

The City of Grand Ledge is requesting sealed bid proposals for residential and commercial cross-connection control program services for a three (3) year period. The successful contractor will provide all equipment, material, and labor for the cross-connection program.

The City of Grand Ledge does not guarantee a minimum value of the contract. Companies with demonstrated experience in cross-connection management with an interest in making their services available to the City of Grand Ledge are invited to respond to the RFP. The submitted proposals will be used as a basis for awarding work.

Selection Timetable:

Release RFP	Tuesday, March 5, 2024
RFP Due Date and Bid Opening	Tuesday, March 19, at 10:00 A.M.
Tentative Bid Award	Monday, March 25, 2024

Submittal of Proposal:

Respondents shall submit one (1) copy of the RFP response in a package that is sealed and clearly labeled “RFP – 2024 Cross-Connection Control Program Services.”

Proposals, and any questions related to the RFP, may be directed to:

Kurt Ristow, Public Works Superintendent
310 Greenwood Street, Grand Ledge, Michigan 48837
517-627-2149 | kristow@cityofgrandledge.com

The bid price shall not include an allowance for State Sales Taxes or Federal Excise Tax. The City, upon request, will provide the successful bidder(s) with properly executed tax exemption certificates or tax exemption numbers. All other taxes required by law shall be paid by the successful Contractor(s).

Any proposal may be withdrawn or modified by written request, provided such request is received by the City at the above address prior to the date and time established for receipt of proposals. Proposals

not so withdrawn shall constitute a firm offer to provide the services contained therein and shall remain firm for acceptance for sixty (60) days.

The cost of preparing a response to this RFP, including site visits, is the Contractor's sole responsibility and will not be reimbursed by the City of Grand Ledge.

The City reserves the right to reject any or all proposals, to award the contract(s) to other than the low bidder, to accept any or all alternatives, to waive irregularities and/or informalities and, in general, to make the award in any manner deemed by it, in its sole discretion, to be in the best interest of the owner.

Minimum Qualifications:

1. **Experience:** Provide evidence of similar experience that demonstrates your ability to successfully provide the services requested in this RFP. Include names and contact information from three (3) past projects for reference purposes.
 - a. Have a minimum of five (5) years of continuous experience managing like-sized Michigan Municipal Cross-Connection Control programs, and inspection/survey experience.
 - b. Provide a minimum of five (5) like-sized Michigan municipal references where the contractor provides cross-connection program services currently or in the recent past.
 - c. Contractor must provide American Society of Sanitary Engineers (ASSE) 5120 certified inspectors.
 - d. Contractor must have a State of Michigan S-1 operator on staff.
 - e. Contractor must provide the ASSE 5150 certified Administrative/Office Staff to answer technical questions from water customers and City personnel.
 - f. Contractors must provide written documentation from previous cross-connection control surveys and municipal inspection work and show that they have regularly been employed in cross-connection control surveying and municipal inspections and facilities of similar characteristics.
 - g. Contractor will provide a listing of all staff engaged in this contract with their experience, certifications, and education level concerning cross-connection control.
 - h. Contractor shall **not** provide backflow prevention assembly testing, installation, or repair services within the City nor be engaged/affiliated in backflow prevention assembly testing/repair business.
 - i. Maintain a local Michigan office for support and have the ability to respond to suspected backflow events/customer water complaints within one hour of notification.

- j. Shall maintain/provide detailed information and procedures for a secure OFF-SITE data management backup system to protect all city information and client lists.
 - k. Contractor should provide detailed information on quality control and customer service approach.
2. **Personnel:** List personnel responsible for the contract's performance and specific qualifications.
- a. Provide Certification documents for all personnel listed.
 - b. Indicate office location, staffing, and emergency phone numbers.
 - c. Indicate On-Staff I/T department and qualifications/experience.
3. **Cost:** A fee structure must be submitted with a not-to-exceed amount for the services as indicated above (see attached Bidder's Proposal). Contractor will provide total, annual, and monthly contract pricing.

Cross-Connection Control Program Specifications:

Contractor Responsibilities:

The City of Grand Ledge has approximately 2,704 Residential and 357 Commercial Facilities.

1. Provide complete cross-connection control inspections, program, and data management, including:
 - a. Annually, complete a minimum of 72 high-hazard and low-hazard commercial high hazard and low hazard and 541 residential Cross-Connection Control Inspections, Compliance Inspections, and Re-Inspections of facilities within the City using the containment and isolation review approach as supported by the State of Michigan, Department of Environmental Quality (EGLE) Water Bureau. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and use the point-of-use inventory method of inspection.
 - b. Coordinate and notify customers of cross-connection control inspections and/or re-inspections in writing.
 - c. All testable and non-testable backflow prevention devices, program requirements, and relevant code violations will be documented during an on-site inspection.
 - d. All existing backflow prevention devices (i.e., testable, and non-testable) must be inspected, inventoried, and documented.
 - e. Generate all program notifications for users failing initial inspections and re-inspections, informing them of installation and testing requirements.
 - f. Perform re-inspection for each non-compliant location upon notification of completion of compliance requirements. All compliance inspections will be scheduled and completed as required.

- g. Provide full-time phone support for customer service questions by an ASSE-Series 5000 (or equivalent) trained individual. The phone will be staffed during regular business hours, Monday through Friday. An automatic message service will be provided for after-hour calls.
 - h. Coordinate and manage the testing of all backflow prevention assemblies per EGLE requirements. The provided services include the testing notification, requirements, receipt of the executed test reports, and maintenance of all testing data. All testing results will be maintained for a period of seven (7) years.
 - i. Submit comprehensive management reports to the City on a secure website. Status reports will be available online and include the number of inspections completed, notices sent, tests overdue, inspections overdue, a listing of inspections and re-inspections scheduled for the upcoming period, upcoming notifications, and a list of facilities in, or not in, compliance.
 - j. Provide a comprehensive, bound annual report that includes a program summary, a copy of the yearly EGLE report, a detailed listing of all inspection locations, an individual listing of those facilities in or not in compliance, inspections completed, sites never inspected, and notifications sent.
 - k. Provide progress review meetings with the City's designated representative to discuss program status and specific recommendations as requested.
 - l. The inspector will check in/out with the City contact person daily or as requested during the inspection period. The check-in will include a list of inspections scheduled for the day. The check-out will consist of a verbal summary and the number of inspections completed for the day.
 - m. All expenses related to "time and travel" for completion of the job scope are to be included in the request for proposal.
 - n. The contractor will help coordinate and provide a minimum of one Public Informational Meeting and one Backflow Prevention Assembly Tester Meeting annually to explain the City Cross-Connection Control Program and provide procedures/certification requirements to Testers.
 - o. The contractor will assist the City with a community-wide public relations/education program.
2. Provide and Review a Cross-Connection Control Plan specific to the City as required by EGLE. The plan must include code adaptation, references, program intent, standard operational procedures, all program and notice documentation, reporting procedures (daily, monthly, and annually), backflow prevention devices, detailed installation schematics, piping identification, and reference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency of re-inspection of each facility will be influenced by the degree of hazard existing within the facility. The re-inspection frequency of each facility will be based on a one (1) to five (5) year period for commercial/industrial, and every ten (10) years for residential. The contractor must work with the City of Grand Ledge and EGLE to approve the plan. It is the contractor's responsibility to submit the plan to EGLE for approval.

3. The contractor must use a City-approved cross-connection control software package for program management, and be able to produce, at a minimum, the following reports and notices:
 - a. Standard notices and reports include inspection, re-inspection, testing, non-compliance, and compliance notices.
 - b. Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
 - c. Schedule cross-connection control survey inspections and backflow prevention assembly testing notices from internal records, standard procedures, and timing as required by EGLE and approved City of Grand Ledge Cross-Connection Control Plan.
 - d. Track testable and non-testable devices and backflow prevention assemblies and compliance requirements.
 - e. Automatically access all data relevant to a particular facility or period.
 - f. Generate the Annual EGLE Water Supply Cross-Connection Control Report and supporting documents.
 - g. Provide online access for the City of Grand Ledge to monitor and download reports and individual facility information.

City of Grand Ledge Responsibilities

- Supply letterhead, envelopes, City forms, or City logos as the program requires.
- A complete and accurate account listing.
- Primary & Secondary City Contact Information.

Delivery of Services:

- Service will be performed in a variety of City locations. All unique requirements and regulations for each location shall be strictly followed by the Contractor and Contractor's employees.

Qualifications of the Firm:

The City of Grand Ledge may award one (1) contract for Cross-Connection Control Program Services to the individual or firm that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP and is in the long-term best interest of the City and its residents.

The City of Grand Ledge reserves the right to:

- Investigate the qualifications of all firms under consideration including any information furnished by potential candidates
- Reject any or all proposals
- Modify the proposal
- Establish evaluation criteria determined to be in the best interest of the City
- Issue a subsequent RFP
- Conduct interviews of potential firms prior to selection
- Use other contractors as deemed necessary

Note: This RFP does not commit the City of Grand Ledge to negotiate a contract(s), nor does it obligate payment for any cost incurred in the preparation and submission of the proposal.

Evaluation Process:

Proposals will be evaluated through consideration of several factors. The review of all documents submitted will be in accordance with the following criteria:

- Experience and references of contractor
- Proposed cost
- Ability to execute contract in accordance with City policies and in full compliance with all applicable laws, ordinances, and regulations.
- The proponent's familiarity with the City and Tri-County area
- Other factors deemed relevant by the City Manager, Assistant City Manager, and Public Works Superintendent
- The City reserves the right, in its absolute discretion, to reject any or all proposals, to waive irregularities, informalities and/or non-conformities in any submission, to select the proponent and proposal deemed to be in the best interests of the City, and to negotiate with the selected proponent.

The above criteria will be used to evaluate the submittals. Following a review of the submittals, a firm will be selected, and a recommendation will be given to the City Council.

The Contractor must demonstrate its ability to deliver competitive rates for the noted services. If for any reason, a proponent cannot commence activities within 30 days of the contract being executed, the City may unilaterally terminate the contract and negotiate with other proponents.

Conflict of Interest:

The respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm’s organizational, financial, contractual, or other interests are such that:

1. Respondent may have an unfair competitive advantage; or
2. The respondent’s objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
 - a. The respondent agrees that if after award it discovers an organizational conflict of interest with respect to this solicitation it shall make an immediate and full disclosure in writing to the City Manager that shall include a description of the action which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, in its sole discretion.
 - b. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City Manager, the City may disqualify the respondent.

Subcontracting:

In the execution of the Contract, it may be necessary for the selected firm to sublet part of the work to others. The selected firm will be fully responsible to the City of Grand Ledge for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the selected firm. Nothing in the contract shall create any contractual relationship between any subcontractor and the City of Grand Ledge. The selected firm shall not assign, transfer, convey, or otherwise dispose of the contract, or any part thereof, or the firm’s right, title, or interest in the same or any part thereof, without the previous written consent of the City of Grand Ledge. The selected firm shall not assign any of the money due or become due and payable under the contract, without previous written consent of the City of Grand Ledge.

Labor Laws and Equal Employment Opportunity:

The selected firm and subcontractors must abide by Federal, State, and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work and all ordinances and requirements of the City of Grand Ledge regulating or applying to public improvements.

Indemnification and Hold Harmless:

The selected firm agrees to indemnify and hold harmless the City of Grand Ledge and their officers, employees, and agents from all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind whatsoever arising out of selected firm's performance of the contractual work. It is further agreed that the selected firm shall have the responsibility to the City of Grand Ledge for the proper performance of its professional services in conformity with the customary and usual result of the failure of such performance, provided such damages suffered by the City of Grand Ledge as a result of the failure of such performance, provided such damages are caused by the selected firm's error, omission or negligent act, or the error, omission or negligent act of its officers, agents, or employees. No compensation will be paid to the selected firm for the services required to correct work arising out of the selected firm's errors or omissions. Additionally, the selected firm shall be responsible for any payment to other consultants/Contractors to correct work arising from the selected firm's errors and omissions.

Insurances:

The selected firm shall procure and maintain during the life of the contract the following insurance coverage from a company or companies licensed to sell insurance in Michigan with an A+ A.M. Best rating, or equivalent: Workers Compensation in compliance with Michigan law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability.

The insurance required shall be written for the greater of limits not less than the limits of liability specified or required by the law OR primary coverage of \$1,000,000 per occurrence. Insurance on an occurrence basis coverage shall be maintained without interruption from the date of commencement of operations under the contract until the date herein specified that coverage is no longer required. It is understood and agreed by naming the City of Grand Ledge as additional insured, coverage afforded

is considered to be primary and any other insurance the City of Grand Ledge may have in effect shall be considered secondary and/or excess.

All certificates of insurance must be forwarded to the City of Grand Ledge prior to the commencement of any work. Required insurance policies shall not be changed or canceled without ninety (90) days prior written notice to the City of Grand Ledge.

General Notes:

1. By State Law, NO SMOKING shall be allowed on any project site. Personnel caught smoking will be removed from the project.
2. Contractor’s personnel are expected to maintain a high-quality professional attitude while on site. Contractors shall be subject to such rules and regulations for the conduct of the work as the City of Grand Ledge may establish. Possession or consumption of alcoholic beverages or drugs or noxious behavior on site is strictly prohibited. Violations of any of the above will result in the removal of the individual and employer from the project and they will be held liable for any damages which may result due to their actions.
3. All personnel will be required to always provide identifying information while on site.

Contract Type/Term:

The City of Grand Ledge is contemplating an award of a per-service rate contract to be billed monthly. The contract will be for three (3) years. The City makes no guarantees as to the total amount of compensation that the Contractor may earn and reserves the right to limit the number of services the City requests the Contractor provide. The City reserves the right to use any other means it may desire or determine for cross-connection control program services throughout the city.

Billing Process:

Payment for services rendered will be made upon invoices received. Invoices received after the 7th day of each month may not be processed until the following month.

Existing Conditions:

Fully licensed and insured contractors with demonstrated experience in cross-connection control programming services with an interest in making their services available to the City of Grand Ledge are invited to respond to this RFP. “Contractor” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Contractor acting as an individual, partnership, corporation, or other legal entity, is state licensed and certified in accordance with title XI

of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) (12 U.S.C. 3331 et seq.) and capable of providing the specified services. The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents, or sub-consultants of any tier shall be competent to perform the services required under this RFP document.



Bidders Proposal

City of Grand Ledge 2024 Cross-Connection Control Program Services Bid Price

Bid Item	Term	Total Cost
Cross-Connection Control Program Services (3-Year Program/Contract for Residential and Commercial Sites)	Monthly	\$
	Annual	\$
	3-Year Total	\$

This bid is submitted in response to the City of Grand Ledge RFP for Cross-Connection Control Program Services by:	
Company Name:	
Authorized Signature:	
Print Name:	
Title:	
Business Address:	
Business Phone:	
Date:	