



# REQUEST FOR PROPOSALS

## 2024 CITY OF GRAND LEDGE STREET CRACK SEALING SERVICES

DATE:	<b>March 26, 2024</b>
-------	-----------------------

PROPOSAL DUE DATE & BID OPENING: **Tuesday, April 16, 2024, at 10:00 AM**  
PROPOSAL DELIVERY LOCATION: City of Grand Ledge  
ATTN: Gregory Newman, City Clerk  
310 Greenwood Street, Grand Ledge, Michigan 48837

CONTACT: Dave Gutches, Public Services Superintendent  
517-622-7925, [dgutches@cityofgrandledge.com](mailto:dgutches@cityofgrandledge.com)

## Contents

Request for Proposal (RFP) .....	3
Introduction: .....	3
Selection Timetable: .....	3
Submittal of Proposal: .....	3
Proposal Questions: .....	3
Minimum Qualifications: .....	4
General Description: .....	4
Delivery of Services: .....	5
Qualifications of the Firm: .....	5
Evaluation Process: .....	5
Conflict of Interest: .....	6
Subcontracting: .....	6
Labor Laws and Equal Employment Opportunity: .....	6
Indemnification and Hold Harmless: .....	7
Insurances: .....	7
General Notes: .....	7
Contract Type/Term: .....	8
Billing Process: .....	8
Attachment C: Bidder’s Proposal .....	9

# Request for Proposal (RFP)

2024 STREET CRACK SEALING SERVICES - CITY OF GRAND LEDGE

## Introduction:

The City of Grand Ledge is requesting sealed bid proposals for crack sealing on several major and local streets and parking lots. Crack sealing shall consist of furnishing labor, equipment, and materials required to prepare the street surface for application of overband crack fill to pavement fractures. The applied material shall completely fill the entire cavity and provide a durable wearing surface. The materials and methods shall meet or exceed the requirements of the Michigan Department of Transportation’s 2012 Standard Specification for Construction.

The City of Grand Ledge does not guarantee a minimum value of the contract. Companies with demonstrated experience in street crack sealing and preventative maintenance 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 26, 2024
<b>RFP Due Date and Bid Opening</b>	<b>Tuesday, April 16, 2024, at 10:00 A.M.</b>
Tentative Bid Award	Monday, April 22, 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 Street Crack Sealing Services” and mailed or dropped off at City Hall, 310 Greenwood Street, Grand Ledge, MI 48837. Or RFP responses may be emailed as one document saved as a PDF to, [gnewman@cityofgrandledge.com](mailto:gnewman@cityofgrandledge.com) with “RFP – 2024 Street Crack Sealing Services” in the subject line.

## Proposal Questions:

Any questions related to the RFP, may be directed to Dave Gutches, Public Services Superintendent, 517-622-7925, [dgutches@cityofgrandledge.com](mailto:dgutches@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.
2. **Cost:** A fee structure must be submitted with a not-to-exceed amount for the services as indicated above (see attached Bidder's Proposal, Attachment C).

### **General Description:**

1. The City has budgeted for a approximately of 60,000 lbs. of sealant to be applied by June 14, 2024. It is expected to be distributed as follows:
  - a. Major streets - 18,500 lbs.
  - b. Local streets - 37,000 lbs.
  - c. Parking lots - 4,500 lbs.
2. The City will provide a prioritized listing of the streets and parking lots to be sealed once the bid is awarded and will monitor the quantity of material applied. The contractor will be required to provide a daily accounting of the quantity of material applied. The City will define the limits of work on each street and co-ordinate with the contractor to not exceed the budgeted funding. Work will be deemed complete once budget limits are reached regardless of the number of streets remaining to be completed.
3. The contractor shall provide daily the following information:
  - a. Name of streets completed the preceding day in order of completion.
  - b. Date, tie work commenced and ended, air temperature at hourly intervals, and summary of weather.
  - c. Material certifications and daily amounts of sealant applied for the preceding day.
4. Traffic shall not be permitted on the overband crack fill material until it has cooled sufficiently to prevent tracking. Any damage to the treated pavement areas shall be repaired at the contractor's expense.
5. Crack filling work must be completed by June 14, 2024.
6. The completed work will be paid based on the total pounds of overband crack fill material applied multiplied by the bid price per pound.

### **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 Street Crack Sealing 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, see Bidder's Proposal, Attachment C
- Ability to execute contract in accordance with city policies and in full compliance with all applicable laws, ordinances, and regulations
- Other factors deemed relevant by the City Manager and Public Services 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 in accordance with outlined budget limits. 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 street crack sealing 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 street crack sealing 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



## Attachment C: Bidder's Proposal

Company Name: \_\_\_\_\_

### City of Grand Ledge 2024 Street Crack Sealing Services

<b>Price per Pound for Overband Crack Sealing Material</b>	<b>Unit Price/Each</b>
	\$ _____
Notes and/or considerations: _____ _____ _____	

This bid is submitted in response to the City of Grand Ledge RFP for 2024 Street Crack Sealing Services by:	
Company Name:	
Authorized Signature:	
Print Name:	
Title	
Business Address	
Business Phone	
Date:	