

REQUEST FOR PROPOSALS

COMMERCIAL CROSS CONNECTION CONTROL

January 2022



Department of Public Services

1015 S Lincoln Avenue

Three Rivers, MI 49093

(269) 273-1845

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Proposal Information

Proposals

The City of Three Rivers, Michigan is seeking proposals for water system cross-connection control services. The work contemplated under this Request for Proposals will include the development and implementation of a municipal cross-connection control program in accordance with Part 14 of Act 399 and the Rules promulgated pursuant to the Act.

At any time prior to the specified time and date set for the proposal submission, a firm may withdraw their proposal. Any proposal modification must be in writing, executed by the authorized person, and submitted prior to the final submission due date. Proposals received after the submission deadline may be considered only if no other proposals are received by the deadline. The City reserves the right to disqualify any firm on the basis of any real or apparent conflict of interest that is disclosed in the proposal submitted or at any time, at the sole discretion of the City.

I. Instructions

- A. Proposals must be typewritten or clearly printed in ink and signed by a duly-authorized representative of the firm submitting the proposal.
- B. Proposals must be submitted in sealed envelopes, clearly marked on the outside, "**Proposals for Cross Connection Control**".
- C. Three (3) copies of sealed proposals, including all required documents, will be received by the Office of the City Clerk, City Hall, 333 West Michigan Avenue, Three Rivers, Michigan, 49093, until **2:00 pm local time, Thursday, February 3, 2022**. All proposals will be date stamped and time marked when received.
- D. Faxed or emailed proposals shall not be accepted.
- E. If you received this document from our website, please fax your contact information to 269-273-1042 so we can place you on the proposal list for addenda.
- F. All questions regarding this Request for Proposals shall be directed to Amy Roth, Public Service Director @ aroth@threeriversmi.org.

II. General Conditions

- A. **Applicable Laws:** The Ordinances and Charter of the City and laws of the State of Michigan concerning competitive contracts and purchases will be employed. The City has a local preference policy, which is available upon request.
- B. **Taxes:** The City of Three Rivers is generally exempt from Federal Excise and Michigan State Sales Tax. Prices should not include tax.
- C. If you elect to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
- D. The City reserves the right to reject any and all proposals, waive informalities or defects in proposals, or accept such proposals as it shall deem to be in the best interest of the City of Three Rivers. The City may re-issue a Request for Proposals, extend the time frame for submission under this RFP, or request more information than required herein from any and

all bidders. However, this RFP does not commit the City to enter into an agreement; to pay any costs incurred in the preparation of a proposal to this request or in subsequent exclusive negotiations, or to procure or contract for the project.

- E. The City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- F. The selected professional shall provide proof of Liability and Workman's Compensation Insurance and a completed W-9 form with this proposal.
- G. The selected professional shall provide the City with a copy of this liability insurance policy in the amount of \$2,000,000 (Two million Dollars) which names the City of Three Rivers as second insured.
- H. Substantial completion shall be annually on **February 15**.
- I. By submission of a proposal, a bidder certifies that they have not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract to any employee, official, or current contracting consultant of the City. The bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal or bidder.
- J. Proposals shall not be considered confidential and no information contained therein shall be treated by the City as either confidential, proprietary or trade secret information. The contents of the proposals shall be considered public records of the City. Any bidder submitting a proposal hereunder further acknowledges and agrees that the City is a public entity, which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth above.
- K. Indemnification. The bidder shall be solely responsible for and shall indemnify, defend and hold harmless the City, its agents, officers, employees and consultants from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, its employees, agents and officers and for all other liabilities whatsoever, including related expenses and actual attorney's fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of services, or from any other acts or omissions of the bidder, its employees, agents or officers.
- L. On-going Employment Disclaimer. Any proposal accepted or contract entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize an ongoing or continuing agreement or relationship, partnership or formal business organization of any kind between the City and the bidder. The rights and obligations of the parties shall only be those expressly set forth therein. The selected bidder will be required to agree that as part of any contract entered into as the result hereof, that no person supplied by it in the performance of the contract is an employee of the City. Any contracting party shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, and workman's compensation. This requirement includes responsibility for occupational disease compensation insurance, unemployment compensation, other benefits and taxes and

premiums appurtenant thereto concerning such persons provided by such party in the performance of the contract, and shall save and hold the City harmless with respect thereto.

- M. Non-Discrimination. The bidder shall, when applicable, comply with the requirements of all Federal, State, and local laws, ordinances and regulations relating to minimum wages, social security, unemployment compensation insurance, and Workers' Compensation, and shall not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin.
- N. Assignability. Any contract resulting from an award of this RFP shall not be assigned or transferred by the bidder to any other entity.
- O. Termination. This Agreement may be terminated without cause by the City upon thirty (30) days written notice. In such case, the bidder shall be compensated by the City for all work completed prior to termination. The bidder hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient to pay its obligations herein, the City may terminate this agreement without incurring any liability therefore, other than compensation for any work completed by bidder prior to termination.

III. Scope

Three Rivers' goal is to secure the services of a firm specializing in municipal water system cross-connection control programs and continuing implementation of the City's cross-connection control program. The following describes the duties, responsibilities and expectations of a firm serving the City of Three Rivers:

- 1. Provide complete cross-connection control inspections, program and data management including:
 - a. Complete inspection of approximately **(297)** commercial, industrial, institutional facilities and miscellaneous water customers within the City using the containment and isolation review approach as supported by Michigan Department of Environment, Great Lakes, and Energy. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection. The inspection rotation for the 297 facilities will be as follows:
 - i. 39 annual high-hazard inspections
 - ii. 86 non high-hazard per year on a 3-year rotating basis

- b. Complete inspection of **(21)** residential homes using the isolation review approach as supported by State of Michigan, EGLE. The homes will be inspected once every three years at seven (7) homes per year.
- c. Coordinate and notify customers of cross-connection control inspections and/or re-inspections in writing or via an electronic mail notification system.
- d. All testable & non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspection.
- e. All existing backflow prevention devices, (i.e. testable & non-testable) must be inspected, inventoried and documented.
- f. Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.
- g. 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.
- h. Provide full-time phone support for customer service questions by an ASSE-Series 5000 (or equivalent) trained individual. Phone will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after hour calls.
- i. Coordinate and manage the testing of all backflow prevention assemblies in accordance with EGLE requirements. Services to include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. All testing results will be maintained for a period of 7 years.
- j. Submit comprehensive management reports to the City on a secure website. Status reports will be available on-line 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, a list of facilities in, or not in, compliance.
- k. Provide a comprehensive, bound annual report that includes a program summary, copy of the annual EGLE report, a detailed listing of all inspection locations, and individual listing of those facilities in, or not in, compliance, inspections completed, sites never inspected, and notifications sent. Report shall be submitted no later than **February 15** of each year and shall be provided in digital and hard copy format.
- l. Provide weekly updates by e-mail to the City's designated representative to discuss program status and specific recommendations as requested. This will also include a summary of the previous week's work and the upcoming week's work.
- m. All expenses related to "time and travel" for completion of job scope shall be included in request for proposal.

- n. Contractor will help to coordinate and provide a minimum of one Public Informational Meeting.
- 2. Provide and/or review a Cross-Connection Control Plan specific to the City as required by State of Michigan, Department of Environmental Quality. The plan must include code adaptation, references, program intent, standard operational procedures, all program and notice documentation, reporting procedures (including daily, monthly & annually), backflow prevention devices including detailed installation schematics, piping identification, and preference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency for 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 1 to 5 year time period. Contractor must work with the City and EGLE to get the plan approved. Contractor must submit plan to EGLE for approval.

- 3. The contractor must use a cross connection control software package for program management.
 - a. The software package must be approved by the City and able to produce at a minimum the following reports and notices:
 - i. Standard notices and reports to include, inspection, re-inspection, testing, non-compliance and compliance notices.
 - ii. Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
 - iii. Schedule cross-connection control survey inspections and backflow prevention assembly testing notices from internal records, standard procedures, and timing as required by EGLE & approved City CCC Plan.
 - iv. Track testable and non-testable devices & backflow prevention assemblies and compliance requirements.
 - v. Automatically access all data relevant to a particular facility or period of time.
 - vi. Generate the Annual EGLE Water Supply Cross Connection Control Report and supporting documents.
 - vii. On-line access for the City to monitor and download reports and individual facility information.
- 4. Bid Alternative item
 - a. Residential water service cross connections.
 - A. Per EGLE's recommendations, the City is looking into the possibility of adding more residential cross connection inspections to their scope of annual work. This is a bid alternative that may or may not be awarded as part of this contract.

1. The residential work would include an additional 500 residential locations with 100 inspections per year on a rotating 5-year basis.

IV. Qualifications

After proposals are received, the City will conduct a qualifications-based selection process taking into consideration the fee proposed. In the event the City awards a bid pursuant to this RFP the City will enter into a contract for services, of form and substance approved by the City, with the successful bidder. Selection will be based but not limited to the following items:

- Contractors must provide inspectors that are certified and trained by the American Society of Sanitary Engineers (ASSE) 5000 Series Standards.
- Contractor must have a State of Michigan S-2 operator on staff.
- Contractor must provide Administrative/Office Staff that are certified and trained by the American Society of Sanitary Engineers (ASSE) 5150 standard in order to answer technical questions from water customers and/or City personnel.
- Contractors must provide written documentation from previous cross-connection control survey and municipal inspection work, and show that they have been employed in cross-connection control surveying and municipal inspections on a regular basis in municipalities and/or facilities of similar characteristics.
- Have a minimum five; (5) years' continuous inspection/survey experience in like sized Michigan cities with the Municipal Cross-Connection Control program.
- Provide a minimum of five like sized Michigan municipal references where contractor is currently providing cross connection services.
- Contractor will provide a listing of all staff that will be engaged in this contract with their experience, certifications and education level with respect to cross connection control.
- Contractor shall not provide backflow prevention assembly testing services to the City nor be engaged/affiliated in backflow prevention assembly testing/repair business.
- Shall maintain a Michigan office for local support
- Shall maintain/provide detailed information & procedures for secure OFF-SITE data management backup system to protect all city information and client list.
- Contractor shall provide detailed information on quality control and customer service approach.

V. Required Documents

In the submission of its Proposal, a bidder shall submit the following documents to the City, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. Name of firm and firm's principals, address, telephone number, facsimile number and e-mail address.
2. Statement of Qualifications and Experience. This item should detail the firm's capabilities, qualifications and experiences as well as those of the person(s) assigned to Three Rivers and others that will serve as a resource for the assigned person(s).

3. References.
4. Fee Schedule, on the provided form, in a separate sealed envelope marked with the firm’s name and labeled “Fee Schedule”.
5. Other. Provide any other information necessary to fully describe the firm’s services and qualifications.
6. Sample Cross-Connection Services Agreement.

VI. Timeline

City Commission Award	February 15, 2022
Notice to proceed	February 28, 2022
Project kick-off Meeting	March 15-30, 2022
First Year Report Completion	February 15, 2023
Second Year Report Completion	February 15, 2024
Third Year Report Completion	February 15, 2025

VII. Payment for Services

The City shall compensate the successful bidder pursuant to the above referenced Fee Schedule upon satisfactory completion of the services that are provided. Satisfactory completion is determined upon the sole discretion of the City.

Proposal Form

Cross-Connection Control – City of Three Rivers

The undersigned having familiarized (himself/themselves) with the local conditions affecting the cost of the work and the Contract Documents hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, equipment, utility and transportation services necessary to perform and complete in a workmanlike manner all work required for completing the cross connection control in accordance with the specifications as prepared by the Department of Public Services, City of Three Rivers, Michigan, for, including Addenda No. ____ issued thereto, the following unit prices:

COMPANY_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____

SIGNATURE_____TITLE_____

TELEPHONE_____DATE_____

E-MAIL_____

DESCRIPTION

AMOUNT

Year 1: Ordinance, plan and program update; and High-hazards, 1/3 non high hazards, and 1/3 homes \$_____

Year 2: High-hazards, 1/3 non high hazards, and 1/3 homes \$_____

Year 3: High-hazards, 1/3 non high hazards, and 1/3 homes \$_____

TOTAL BASE BID \$_____

BID ALTERNATIVE

AMOUNT

100 homes per year, 5-year rotation. Annual cost \$_____