

ADVERTISEMENT TO BID

Charter Township of Union

2010 S. Lincoln Road

Mount Pleasant, MI 48858

Separate sealed Bids for Cross Connection Inspection Services within the Charter Township of Union service area will be received by the Charter Township of Union at the Charter Township of Public Service Administration Building located at, 5228 S. Isabella Road, Mount Pleasant MI 48858 until 10:00 AM Local Time, March 25, 2020 and then at said location publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

Township Website - www.uniontownshipmi.com/departments/publicservice/rfp

Bids received after the above date and time will not be considered. Fax/emailed transmittals of Bids will not be accepted.

The Owner reserves the right to waive any informalities or to reject any or all Bids.

No Bidder may withdraw their Bid within 60 days after the actual date of Bid opening.



REQUEST FOR PROPOSAL

ITEM (S) REQUIRED: Cross Connection Inspection Services within Charter Township of Union service area.

NOTICE: Proposal for service will be received until 10:00 a.m., March 25, 2020, in the Office of the Public Services Director, Public Services Administration Building, 5228 South Isabella Road, Mt. Pleasant, Michigan 48858 requesting quotations for supplying the Township with items(s) listed herein and as further specified. These proposals will be publicly opened in the offices of the Public Services Director, in the presence of interested parties. All interested parties and the public are invited and encouraged to attend the opening of all proposals. After tabulations and review when required, proposals will be presented to the Township Board of Trustees for award of contract.

HOW TO SUBMIT PROPOSAL: All proposals shall be submitted in **sealed envelopes, mailed** to the Director of Public Services, 5228 South Isabella Road., Mt Pleasant, Michigan 48858 OR **delivered** to the office of the Director of Public Services, 5228 South Isabella Road. Mt Pleasant, Michigan, and plainly marked on the outside of the envelopes as follows:

SEALED PROPOSAL FOR: Cross Connection Inspection Services

Any proposal that is transmitted to the Charter Township of Union's facsimile (fax) machine will be deemed **an invalid bid and will not be considered for review**. It will be the sole responsibility of the bidder to ensure that proposal reaches the Office of the Director of Public Services, Charter Township of Union on or before closing hour and date shown above.

PURPOSE OF PROPOSAL: The Charter Township of Union intends to secure a source of supply for the service(s) defined by considering (but not limiting to) the following: qualifications, lowest price, terms of warranty, and prompt and convenient service by the supplier to the Township. Any failure on the part of the supplier or contractor to comply with the ensuing conditions and specifications shall be reason for termination of contract. The Township reserves the right to make an award to the supplier where the service meets the specification, terms and conditions and where the bid is considered by the Township Board of Trustees to be in the Township's best interest.

Kim Smith
Public Services Director

GENERAL CONDITIONS, INSTRUCTIONS
AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:
 - a. Proposals, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
 - b. Unless otherwise specified, bidders **MUST** use the proposal form furnished by the Township. Failure to do so may cause the bid to be rejected. Removal of any part of the proposal may invalidate the proposal.
 - c. Proposals having any erasures or corrections **MUST** be initialed in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with pen and ink.
 - d. All sections of the proposal form must be completed in full. Failure to do so may invalidate the proposal.
2. SPECIAL CONDITIONS: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
3. APPLICABLE LAWS: The revised code of the state of Michigan, Charter Township of Union, and all Township ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.
4. WORKMEN'S COMPENSATION: Insofar as Workmen's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.
5. WARRANTIES FOR USAGE: Whenever a proposal is sought seeking a source of supply for a specified period of time for materials or services, the quantities or usage shown are estimates **ONLY**. No guarantee or warranty is given or implied by the Township as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidder's information **ONLY** and will be used for tabulation and presentation of proposal and the Township reserves the right to increase or decrease quantities as required.
6. SPECIFICATIONS: Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
7. VARIATIONS TO SPECIFICATIONS: For purposes of evaluation, bidder **MUST** indicate any variances from our specifications, terms and/ or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms, and conditions.
8. References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Township. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications

or description unless a departure or substitution is clearly noted and described in the proposal.

9. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the Township and if not destroyed, will upon request be returned at the bidder's expense.
10. **PRICES TO BE FIRM:** Bidder warrants by virtue of submitting the proposal that the price, terms, and conditions quoted in the proposal will be eligible for acceptance for a period of sixty (60) days from the date of proposal opening unless otherwise stated by the Township or the bidder.
11. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Charter Township of Union may procure the services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
12. **PRICING/ UNIT PRICES:** Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern.
13. **PRICE CHANGES DURING CONTRACTS (when applicable):** Consideration in awarding bids for yearly contracts will be given.
14. **SAFETY STANDARDS:** The bidder warrants that the work conditions for its employees will comply with the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and applicable regulations, and that the failure to comply with this condition will be considered a breach of contract.
15. **TAXES:** The Charter Township of Union is generally exempt from taxes imposed by State and/ or Federal Government. This exemption is not extended to contractors for the Charter Township of Union.
16. **SIGNATURE REQUIRED:** All quotations and proposals MUST be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature
17. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed acceptable upon approval by the Township Council of the Township of Charter Township of Union and in case of a default on the part of the bidder or contractor after such acceptance, the Charter Township of Union may take such action as it deems appropriate, including legal action for damages or specific performance.
18. **LIABILITY, INSURANCE, LICENSES, PERMITS:** Where bidders are required to enter or go onto Charter Township of Union property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the Township by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid. A general liability policy in the amount \$1,000,000 will be provided by the successful contractor. The policy shall name the Charter Township of Union as an additional insured.
19. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the Township harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract. He/she further agrees to indemnify and save the

Township harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the Township whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Bid Document.

20. **RESERVATIONS FOR REJECTION AND AWARD:** The Charter Township of Union reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, to accept variances to the terms of the specifications or to the general conditions, or to request re-bidding on the required materials. The Township also reserves the right to award the contract on such material the Township deems will best serve its interests. The Township will award the contract to the Bidder submitting the Bid determined to be in the best interests of the Township considering (but not limiting to) the following factors: lowest price, terms of warranty, and prompt and convenient service by the supplier to the Township. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Township unless otherwise stated. The Township also reserves the right to waive variations to specifications (interpretation of variances will be made by applicable Township personnel).
21. **CHANGES AND ADDENDUM TO BID DOCUMENTS:** Each change or addendum issued in relation to this bid document will be on file in the Public Services Office of the Charter Township of Union and posted on the Township website at www.uniontownshipmi.com. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addendum issued will be available at the Township Public Services office and the Township website – www.uniontownshipmi.com.
22. **CONTRACT:** For contractual services, bidders **MUST** enter into a formal contract with the Charter Township of Union.
23. **REFERENCES:** Please provide a list of five (5) references (Municipal Government) wherein your company has provided services of this type being proposed for the Charter Township of Union. Failure to list references may result in your company being disqualified.

NOTE

Previous experience and performance may be a factor in making the award.

24. BONDS/ SECURITY:

Bonds/ Security for this bid will be required as follows:

- a. No bonds are required for this bid.
- b. A bid bond in the amount of 5% of the bid is required. Bid bonds shall be issued by a Surety named in the US Treasury Circular 570 licensed to conduct business in the State of Michigan. Bid Security from each bidder on the work shall be a bond or bonds written by a single Surety. The bid security of the successful bidder will be retained until the agreement is executed

The Bid Security accompanying this bid is in the following form:

Surety Bid Bond	_____
Certified Check	_____
Bank Drafts	_____
Cashier's Check	_____

- a) A Performance Bond in the full amount of the total bid will be required prior to the issuance of the Notice to Proceed. The form of the Performance Bond, if required, is attached hereto.
- b) A Payment Bond in the amount of the total bid will be required prior to the issuance of the Notice to Proceed. The form of the Payment Bond is attached hereto.
- c) The Contractor's Affidavit of Completion will be required prior to the final payment. The form of the Contractor's Affidavit of Completion, if required, is attached hereto.

Cross Connection Control Program Specifications

SCOPE OF SUPPLY

1. Provide complete cross-connection control inspections, program and data management including:
 - A. Annually, complete a minimum of 95 commercial initial Cross Connection Control Inspections, Compliance Inspections and Re-Inspections of facilities within the Township using the containment and isolation review approach as supported by State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) Water Bureau. 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.
 - B. Annually, complete a minimum of 400 residential initial Cross Connection Control Inspections, Compliance Inspections and Re-Inspections of facilities within the Township using the containment and isolation review approach as supported by State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) Water Bureau. 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.
 - C. Residential location inspections include an inventory all service lines inside the home. Inventory shall include material type and size.
 - D. Provide up to (6) ASSE approved hose bib vacuum breakers or anti-frost hose bibb vacuum breakers per commercial facility and (4) ASSE approved hose bib breakers or anti frost hose bibb vacuum breakers per residential facility as required, in order to place a facility into immediate compliance at the time of inspection.
 - E. Residential location inspections include and inspection of all sump pump discharge locations (as applicable) within the homes to ensure they are not directly connected to the sanitary sewer system.
 - F. Commercial location inspections include and inspection of all sump pump discharge locations (as applicable) within the facility to ensure they are not directly connected to the sanitary sewer system.
 - G. Coordinate and notify customers of cross-connection control inspections and/or re-inspections in writing.
 - H. All testable & non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspection.
 - I. All existing backflow prevention devices, (i.e. testable & non-testable) must be inspected, inventoried and documented including fire suppression lines.
 - J. Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.
 - K. 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.

- L. 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.
 - M. 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 Township 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 DEQ 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.
 - L. Provide progress review meetings with the Township's designated representative to discuss program status and specific recommendations as requested.
 - M. The inspector will check-in/out with the Township contact person on a daily basis or as requested during the inspection period. The check in will include a list of inspections scheduled for the day. The check-out will include a verbal and/or electronic summary and the number of inspections completed for the day.
 - N. All expenses related to "time and travel" for completion of job scope is to be included in request for proposal.
 - O. Contractor will assist the Township with a community wide public relations/education program including general awareness brochures, local press releases, and public access television announcements and customized web site cross connection control program overview content and resources.
2. Provide and/or Review a Cross-Connection Control Plan specific to the Township as required by State of Michigan, Department of Environment, Great Lakes and Energy (EGLE). 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 for commercial/industrial and every 15 years for residential. Contractor must work with the Township 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.

The software package must be approved by the Township and able to produce at a minimum the following reports and notices:

- A. Standard notices and reports to include, inspection, re-inspection, testing, non-compliance and compliance notices.
- B. Produce management reports for notices, inventory of devices, inventory of service lines, sump pump discharge locations, 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 & approved Township CCC Plan.
- D. Track testable and non-testable devices & backflow prevention assemblies and compliance requirements.
- E. Automatically access all data relevant to a particular facility or period of time.
- F. Generate the Annual EGLE Water Supply Cross Connection Control Report and supporting documents.
- G. On-line access for Township to monitor and download reports and individual facility information.

TOWNSHIP OF CHARTER TOWNSHIP OF UNIONS RESPONSIBILITIES

- A. Supply of letterhead, envelopes and Township forms or Township logo as required by program.
- B. A complete and accurate account listing.
- C. Primary & Secondary Township Contact Information.

GENERAL SECTIONS – A & B

1. **Notification of Cancellation** - The CONTRACTOR shall notify the Township prior to the cancellation of, or any changes in, any such insurance required herein. If any of the insurance is cancelled, the CONTRACTOR shall cease operations on the date of termination and shall not resume operations until new insurance is reinstated.
2. The TOWNSHIP may arrange for an on-site visit and tour of CONTRACTOR office facilities at the discretion of the Township.
3. **Hold Harmless Clause** - The contractor shall, upon execution of the agreement, agree to assume all liability to protect, indemnify and save the Township, its agents, officers, and employees harmless from and against all actions and attorney fees for the injuries to, or death of, any person or persons whomsoever, including the parties hereto, and their agents. The CONTRACTOR shall pay, settle, compromise, and procure the discharge of any and all claims and losses, damages, and expenses. No employee of the CONTRACTOR shall at any time be considered an agent or employee of the Township.
4. **Subletting** - The CONTRACTOR shall not sublet or assign any portion of the contract without Township approval.
5. **Safety** - The CONTRACTOR shall comply with all Federal, State and local laws and regulations governing the furnishing and use of all safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the performance of the agreement.
6. **Workmanship** - Only personnel trained and experienced in the various aspects of applicable operation as required herein shall perform all contractual services.
7. **Qualifications** - The following criteria will be used as a minimum for approval of this proposal:
 - Contractor must provide American Society of Sanitary Engineers (ASSE) 5120 certified inspectors.
 - Contractor must have a State of Michigan S-1 operator on staff.

- Contractor must provide American Society of Sanitary Engineers (ASSE) 5150 certified Administrative/Office Staff in order to answer technical questions from water customers and/or Township 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' experience of continuous like sized Michigan Municipal Cross-Connection Control program, inspection/survey experience.
- 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, installation or repair services within the Township nor be engaged/affiliated in backflow prevention assembly testing/repair business.
- Shall maintain local Michigan office for support and have the ability to respond to suspected backflow events/customer water complaints within one hour of notification.
- Shall maintain/provide detailed information & procedures for secure OFF-SITE data management back up system to protect all Township information and client list.
- Contractor should provide detailed information on quality control and customer service approach.

Proposal Pricing – Contractor will provide total, annual, and monthly contract pricing. Contract price will be a lump sum, not-to-exceed, amount. Pricing will be submitted on provided proposal form.

Personnel – Contractor will include with their proposal the following personnel information:

- A. List of personnel who will be responsible for performance of the contract and specific qualifications.
- B. Provide Certification documents for all personnel listed.
- C. Indicate office location, staffing, emergency phone numbers.
- D. Indicate On-Staff I/T department and qualifications/experience.



Proposal Must be Submitted on this Form

PROPOSAL FORM

Section 1. ARTICLE(S) AND/OR SERVICE

Having carefully examined the bid specifications contained herein; having carefully read the "REQUEST FOR PROPOSAL, GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION: The Bidder proposes to provide the specified material(s), article(s), good(s), and/ or service(s) at the prices listed in this proposal subject to all instructions, conditions, specifications and all attachments hereto.

Section 2. Variances

Section 3. Proposal

The proposal shall contain a completed price schedule and all information requested within this Request for Proposals, which includes any variances from the project. Contract will be awarded based on the criteria listed in the specifications, the variances, and the results of the completed price schedule.

Section 4. Bidder Certification

The Bidder certifies the proposal is correct and complete and that all information given or furnished is correct, complete and submitted as intended. The Bidder waives any right to: refuse to execute the Contract if awarded to him; be relieved from any obligation by reason of any errors, mistakes or omissions, subject to right of withdrawal of proposal.

Section 5. Anti- Collusion Statement

The Bidder certifies that this proposal is fair, genuine and not collusive or sham, and has not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham proposal to refrain from bidding, or in any way fix the amount of this proposal or that of any other Bidder, or to secure any advantage against the Township. If an officer or employee of the Township is personally or financially interested, directly or indirectly, in this proposal, notation of such must be made in ANTI-COLLUSION STATEMENT.



In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- a. Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number

Addendum Date

Proposal Pricing – Contractor will provide total, annual, and monthly contract pricing. Contract price will be a lump sum, not-to-exceed, amount.

Commercial Cross Connection Program:

Monthly Amount \$ _____ Annual Amount \$ _____ Contract Total \$ _____

Residential Cross Connection Program:

Monthly Amount \$ _____ Annual Amount \$ _____ Contract Total \$ _____

Attached are complete required personnel information, specifications, and warranty information on the service and/or equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

(Bidder's Company Name)

(Bidder's Telephone Number)

(Bidder's Mailing Address)

(Bidder's E-mail Address)

(Bidder's Signature)

(Print Bidder's Name)