

# Request For Proposal

**City of St. Joseph, Michigan  
Two Year Commercial Cross  
Connection Control Program**

*City of St. Joseph 700 Broad Street, St. Joseph, MI 49085*

## I. Purpose

This Request for Proposal (“RFP”) is to provide interested contractors with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) for a Two-Year Cross Connection Control Program.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at [www.sjcity.com](http://www.sjcity.com), or mailed by contacting the City Clerk.

**REQUEST FOR PROPOSAL: Two-Year Commercial Cross Connection Control Program**  
**CLOSING DATE AND TIME: 10:00 a.m. on Thursday, April 25, 2024**

## II. Cross Connection Control Program Specifications:

The City of St. Joseph has approximately 400 Commercial Facilities. The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

### **The scope of services to be performed by the bidder follows:**

1. Provide complete cross-connection control inspections, program and data management including:
  - A. Annually, complete a minimum of 120 Cross Connection Control Inspections. The total inspections include all initial inspections, compliance, and re-inspections. Compliance Inspections and Re-Inspections of facilities within the City using the containment and isolation review approach as supported by the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

- B. Coordinate and notify customers of cross-connection control inspections and/or re-inspections in writing.
- C. Document all testable & non-testable backflow prevention devices, program requirements and relevant code violations during an on-site inspection.
- D. Inspect, inventory, and document all existing backflow prevention devices, (i.e. testable & non-testable).
- E. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
- F. Perform re-inspection for each non-compliant location upon notification of completion of compliance requirements. Schedule and complete all compliance inspections as required.
- G. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
- H. 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.
- I. Submit comprehensive management reports to the City on a quarterly basis. Status reports must 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.
- J. 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.
- 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 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 summary and the number of inspections completed for the day.

- M. Provide up to six-(6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
  - N. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control overview content and resources.
  - O. Provide ongoing support via phone, internet, text or email.
2. Provide and/or Review a Cross-Connection Control Plan specific to the City as required by State of Michigan, Department of the Environment and Great Lakes. 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. The contractor must work with the City and EGLE to get the plan approved.
3. Use a cross-connection control software package for program management. The software package must be approved by the City 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, 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 City 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.

**The City of St. Joseph will provide the following:**

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

**Qualifications and Experience**

The bidder must demonstrate it is qualified and has experience to perform the services requested. The following criteria will be used as a minimum for approval of this proposal:

- American Society of Sanitary Engineers (ASSE) 5120 certified inspectors.
- A minimum five (5) years' experience of continuous like-sized Michigan Municipal Cross-Connection Control program, inspection/survey experience.
- A local Michigan office maintained for support and the ability to respond to suspected backflow events/customer water complaints within one hour of notification.
- The bidder shall not provide backflow prevention assembly testing, installation or repair services within the City nor be engaged/affiliated in a backflow prevention assembly testing/repair business.

**Required Submissions**

- Proposal Pricing – total, annual & monthly contract pricing must be submitted. Contract price will be a lump sum, not-to-exceed, amount. All expenses related to “time and travel” for completion of the job scope must be included in the bid proposal.
- A minimum of five (5) like-sized Michigan municipal references where contractor is currently providing cross connection services.
- 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.

- 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. Only personnel trained and experienced in the various aspects of the applicable operation shall perform the contractual services.

### **Miscellaneous**

The City may arrange for an on-site visit and tour of Contractor's office facilities at the discretion of the City.

### **III. Issuing Officer (Point of Contact)**

Questions regarding the scope of work to be accomplished may be directed to Greg Alimenti, Water Plant Superintendent at (269) 983-1240 or email galimenti@sjcity.com.

### **IV. Addenda**

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

### **V. Instructions to Bidders**

Sealed bids are due at the at the St. Joseph City Clerk's Office no later than **10:00 am, Thursday, April 25, 2024.**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk

Re: **City of St. Joseph Two-Year Commercial Cross Connection Control Program**

700 Broad Street

St. Joseph, MI 49085

It is the sole responsibility of the bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the proposal. Any proposals received after the closing date and time will be returned unopened.

### **VI. Incurring Costs**

The City is not liable for any costs related to the bidder's preparation of their proposal.

### **VII. Withdrawal of Proposal**

Any bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

## VIII. Opening of Proposals

Proposals will be opened and evaluated as soon as practical after the closing date.

## IX. Evaluation of Proposals

It is the intent of the City to evaluate all proposals quickly and be prepared to recommend an award at the first regularly scheduled City Commission meeting following the evaluation process.

## X. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

## XI. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability Insurance**, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. Bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the term of the agreement.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

**XII. Nondiscrimination**

The successful bidder shall not discriminate against an 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, sexual orientation, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of this Agreement.

**XIII. Payment Terms:**

The City shall make payments to the successful bidder for actual services rendered within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

**XIV. Term of Contract:**

This RFP will establish pricing for a two-year contract term. The agreement may be extended for two additional years on a year by year basis by mutual agreement at the sole discretion of the City of St. Joseph.



**CITY OF ST. JOSEPH**  
**TWO YEAR CROSS CONNECTION CONTROL PROGRAM**  
**BID FORM**

My proposal to provide the expertise, labor, supervision, insurance and material necessary to perform a Two Year Cross Connection Control Program per City of St. Joseph specifications is as follows:

\$ \_\_\_\_\_ Monthly Amount Year 1

\$ \_\_\_\_\_ Annual Amount Year 1

\$ \_\_\_\_\_ Contract Total Year 1

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Printed name of Authorized Representative: \_\_\_\_\_

Enclose the following:

- A. List of personnel who will be responsible for performance of the contract and specific qualifications.
- B. Certification documents for all personnel listed.
- C. Office location and emergency phone numbers for all personnel listed.
- D. List of-I/T department staff and qualifications/experience.