



CITY OF HASTINGS, MICHIGAN

REQUEST FOR PROPOSALS (RFP)

FOR

SPRING 2024 PROPOSED LEAD LINE REPLACEMENT

PROCUREMENT NAME: Spring 2024 Proposed Lead Line Replacement

RFP ISSUE DATE: Wednesday, February 14, 2024

PROPOSAL DUE DATE: Tuesday, March 5, 2024 at 10:00 a.m.

PROJECT START DATE: Monday, April 8, 2024

COMPLETION DATE: Friday, June 28th, 2024

Requests for Proposals and related documents may be obtained during normal business hours from the City Clerk/Treasurer's office located in Hastings City Hall at 201 East State Street, Hastings, MI 49058.

OVERVIEW OF THE PROCUREMENT PROCESS

The City of Hastings is employing a formal proposal or bid process in this procurement. All General and Specific Terms and Conditions as described below apply. Potential vendors who receive copies of this RFP will be notified of any addendum to the RFP and provided an equal opportunity to comply with all specifications.

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NOTE: The documents provided as attachments and exhibits are not exhaustive or presumed to be complete and are provided for reference only

A. GENERAL TERMS AND CONDITIONS

1. The City of Hastings assumes no responsibility of any kind or nature for any costs incurred by any potential vendor in the preparation of a response to this RFP. This applies to and includes any costs of delivery a Proposal timely.
2. The City of Hastings reserves the exclusive, unencumbered right to:
 - A. Cancel, revise, or amend the RFP;
 - B. Reject any proposal or bid or all proposals or bids submitted in response hereto in whole or in part;
 - C. To waive any irregularities in any proposal or bid;
 - D. To award the whole or part of the work or goods that are the subject of this RFP to that offeror whose proposal or bid is, as determined in the sole discretion of the City, to be in the best interest of the City considering such factors as it may deem pertinent.
3. Sealed proposals or bids must be received on or before **Tuesday, March 5, 2024 at 10:00 a.m.** at the office of the City Clerk/Treasurer. Date and time will be recorded on delivery. Deadline is for physical delivery to the specified location; postmarks or other indicators of sending or delivery will not be accepted.

Proposals or bids are to be delivered to:

City of Hastings
Office of the City Clerk/Treasurer
201 East State Street
Hastings, MI 49058

4. Any questions regarding the RFP must be submitted before **Tuesday, February 27, 2024 at 5:00 p.m.** If necessary, an addendum to the RFP will be provided to all holders of the RFP of record.
5. No proposal or bid may be withdrawn for a period of sixty (60) days after the opening of the proposals or bids except as provided in the RFP.
6. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP. Failure to do so may result in the proposal or bid being considered non-responsive and it may be rejected. An offeror must promptly notify the Office of the City Clerk/Treasurer of any ambiguity, inconsistency, or error, which may be discovered upon examination of the RFP. An offeror requesting clarification or interpretation of this RFP should contact **Travis J. Tate, P.E. Director of Public Services** at (269) 945-2468 or ttate@hastingsmi.gov .
7. Proposals should demonstrate the offeror's successful experience in providing the services and/or items requested by this RFP.

8. Proposals must state whether any of offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from. If so, the complete name and address of each such person and their connection to the City of Hastings must be disclosed in the response.
9. Any proposal submitted shall be deemed conclusive assurance that the proposer does not discriminate in any manner against any class of protected persons under federal or state law. This includes non-discrimination on the basis of gender, race, national origin, age, and other categories specified by law. Non-discrimination applies to consideration for employment and services.
10. Proposals must explicitly and completely describe and present all components of the price proposed for work or goods. The City of Hastings is exempt from State of Michigan Sales and Use Taxes.
11. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Michigan Freedom of Information Act.
12. No information regarding the contents of responses to the RFP will be released prior to award. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
13. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and offerors must not rely upon such interpretations, corrections, or changes. The City Clerk/Treasurer will issue Addenda. Addenda will be emailed, faxed, or mailed to all known recipients of the RFP.
14. The City may make investigations to determine the ability of the offeror to perform or supply the services and/or items as described in this RFP.
15. The successful offeror must comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
16. Responses to this RFP must be in the prescribed format.
17. The City may request additional information, clarification, or presentations from any of the offerors after review of the proposals received.
18. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of offeror.
19. Only the City will make news releases or other public announcements pertaining to this RFP or the proposed award of a contract.

B. SPECIFIC TERMS AND CONDITIONS

1. The City of Hastings is soliciting bids for its Spring 2024 Proposed Lead Line Replacement.
2. Construction start date will be no earlier than Monday, April 8, 2024
3. Project completion date will be Friday, June 28th, 2024.
4. Specific or Technical Requirements of the Work or Goods.

PLEASE SEE ATTACHMENT A.

4. Evaluation Criteria
 - A. The ability, capacity, and skill of the offeror to provide items described in this RFP in a prompt and timely manner without delay or interference.
 - B. The character, integrity, reputation, judgment, experience, efficiency, and effectiveness of the offeror.
 - C. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 - D. Compliance by the offeror with laws and ordinances regarding prior contracts, purchases, or services.
 - E. The conditions, if any, specified in offeror's proposal; i.e. what expectations or requirements the offeror might have of the City as a condition of, or related to the proposal.
 - F. Compliance by the offeror with the City's insurance requirements policy.
 - G. Price.
5. Selection Process
 - A. Sealed proposals will be publicly opened immediately after the deadline for submitting proposals.
 - B. Proposals will be opened at Hastings City Hall, 201 East State Street, Hastings.
 - C. Proposals not submitted timely will not be opened or considered.
 - D. Compliance with submittal forms, insurance requirements, and price will be publicly announced at the proposal opening.

- E. City staff will evaluate proposals according to the evaluation criteria noted in the RFP and prepare a recommendation to the Hastings City Council.
- F. The City Council will make the final, binding decision as to the award of the contract or the rejection of any or all proposals.
- G. City staff or the City Council may request additional information or clarification from any offeror. Failure to supply requested additional information may result in proposal being rejected or not considered further.
- H. A Purchase Order or formal contractual agreement will be entered to effect the arrangements. Offerors should submit any requested contract terms as part of their proposal.

RELATED PARTIES DISCLOSURE (CHECK AND COMPLETE AS APPROPRIATE)

THIS PAGE MUST BE RETURNED SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

NONE of offeror’s owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Hastings nor has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting there from.

EXCEPTIONS TO THE ABOVE STATED ARE AS FOLLOWS:

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

Name _____

Address _____

Connection or Relationship to the City of Hastings: _____

USE ADDITONAL SHEETS IF NECESSARY

**Authorized
Official:**

Name

Title

Signature

Date

REFERENCES

Each offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP. References of other similar local government operations are preferred.

REFERENCE # 1

Entity Name:

Address:

Street

City, State Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

REFERENCE # 2

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

REFERENCE # 3

Entity Name:

Address:

Street

City, State

Zip

Phone:

Contact:

Name Title

Email

Brief Description of Relationship:

INSURANCE

Attach certificates of required insurance.

IRS W-9 FORM

Complete and attach an IRS Form W-9.

PRODUCT INFORMATION

Attach complete description of the manufacture, features, and capabilities of materials and goods proposed to be provided.

OTHER INFORMATION

Attach other information necessary to describe the proposed vendor and the goods and services proposed to be provided.

D. ATTACHMENTS AND EXHIBITS

- 1. ATTACHMENT "A" - Bid Specifications.
- 2. ATTACHMENT "B" - Standard Form of Agreement.
- 3. ATTACHMENT "C" - City of Hastings Insurance Requirements.
- 4. ATTACHMENT "D" - Contractor's Checklist.
- 5. ATTACHMENT "E" - W-9 Form.



Attachment A

Spring 2024 Proposed Lead Line Replacement

A. Description:

1. As part of the Lead Line Replacement Program for the City of Hastings, which is to replace existing lead or galvanized water services in the entire city. The program will replace (this Spring) approximately 25 services from the existing watermain to the meter connection inside the house or building.
2. The City will be responsible for removing existing water services, curb stops & boxes, and placing new copper services with new corporation stops, curb stops and boxes.
3. The Contractor will place a roll of copper tubing(provided by the city) inside of the house to be pulled from the outside by the City along with the existing water service. The copper roll shall be long enough to connect the meter to the curb stop.
4. In the event the City cannot pull the existing and new service. The City will excavate a trench from the curb stop to the wall of the house. the Contractor will be responsible to place the service from outside the house to inside.
5. A coupling connection, generally, will not be required by the Contractor provided the service is successfully pulled from the house to curb box
6. Contractor shall be responsible to coordinate with the City (DPS) and homeowner (property owner) for each proposed water service lead line replacement. A list of house addresses and property owners is provided with this attachment.
7. Contractor shall be a licensed plumber with the State of Michigan.
8. Contractor shall be responsible for placing the new copper service from the meter (inside the house) through the house wall and connecting to the city placed new service (outside the house). All services shall be Copper, Type K, for both inside and outside the house. All fittings shall be brass inside the home. Contractor shall

- jackhammer and/or remove concrete of basement wall/floor to remove existing service, install new concrete/hydraulic cement as needed and sealing connection through wall, both inside and out.
9. The City shall furnish and install a new meter and R900 radio read device for each service. The typical distance from meter to wall is 18 inches, but could vary.
 10. The City shall furnish the meter fittings to the Contractor who will install it.
 11. A new shutoff valve shall be furnished and installed by the Contractor. It shall be placed between the meter and interior of the foundation/basement wall. All fittings required for this shall be furnished and installed by the Contractor.
 12. Contractor shall be responsible for acquiring a plumbing permit (including fee) for each service, with Professional Code Inspectors (PCI). PCI is located at 110 W. Center Street, Suite A, Hastings, MI 49058. Phone number is (269) 948-4088.
 13. Contractor shall be responsible for providing and installing, a wood, access panel inside the house, if requested. The access panel shall be painted to match existing color wall.
 14. Any finish wall repair that is needed (such as dry wall, brick, finished wood panels, ect.) shall be an additional cost paid by the City. The Contractor shall subcontract this work to a qualified contractor, and approved by the City. The cost must be approved by the City before work begins.
 15. Contractor shall submit shop drawings or product data information at least two weeks prior to installation.
 16. The contractor receiving the bid award will provide proof of insurance in the amount shown on the attached policy prior to commencement of work. Insurance will be kept current and in full force throughout the duration of the work.
 17. The contractor will have all safety programs included in the attached contractor's checklist in place throughout the duration of work.
 18. Contractors will show satisfactory evidence that they have performed similar work for at least five consecutive years previously, and that they have adequate equipment and labor to perform the work in a timely fashion.
 19. Any damage to existing City utilities or structures will be replaced by the contractor at the contractors' sole expense.

20. Any damage to Homeowners property, will be replaced by the contractor at the contractors' sole expense.
21. Contingencies will not be paid unless there is (an) approved Change Order(s) that require additional cost to the contract.
22. A pre-construction meeting will be required 1 week minimum before construction activities will start. The Contractor will be responsible for coordinating with the city.
23. Ten percent of the full contract price will be withheld from payment, until after final completion.
24. A one hundred (100) dollar per day disincentive fee, will be applied to the contract for each business day (Monday through Saturday) the project continues after the stated completion date. This amount will be taken out of the final payment (ten percent) of the contract and retained by the City.

B. Bid Prices:

Please complete the following bid tabulation. The City reserves the right to reduce or increase the contract up to thirty percent (30%). The Engineer's estimate of probable cost is \$50,000.00.

Description	Quantity	Unit Price	Total
Water Service Connection	25	Each	
Construction Subtotal:			
Add 5% of Subtotal for Mobilization and General Conditions			
Add 5% of Subtotal for Contingencies			
Spring 2024 Lead Line Replacement Bid Total:			

Service Address
222 E MILL ST
232 E MILL ST
235 E MILL ST
303 E MILL ST
313 E MILL ST
203 E HIGH ST
209 E HIGH ST
215 E HIGH ST
220 E HIGH ST
226 E HIGH ST
227 E HIGH ST
235 E HIGH ST
236 E HIGH ST
305 E HIGH ST
309 E HIGH ST
317 E HIGH ST
325 E HIGH ST
313 N BOLTWOOD
527 N BOLTWOOD
518 N HANOVER
534 N HANOVER
538 N HANOVER
546 N HANOVER
302 E STATE RD
312 E STATE RD

Attachment B
Standard Form of Agreement
Between The City of Hastings and Contractors

This agreement is made this day _____ between the City of Hastings, 201 East State Street, Hastings, Michigan, 49058, and the Contractor

_____, for the following project:

The City of Hastings and the Contractor agree as follows:

The Contractor shall complete the work described in the bid specifications for the project. The bid specifications will consist of this agreement signed by the City of Hastings authorized representative and the Contractor, and any drawings and specifications prepared by the City of Hastings.

Written Change Orders for minor changes in the scope of work issued after execution of this agreement will be made upon written approval of the Director of Public Services.

The date of commencement of the project will be the date of the agreement, unless otherwise states in the bid specifications. The Contractor will complete the work no later than stated in the bid specifications, subject to any adjustments by the Director of Public Services.

Subject to additions and deductions by a Change Order approved by the Director of Public Services, the contract sum will be outlines in the bid submitted by the Contractor to the City of Hastings. The Contractor will not exceed the approved amount of the contract, unless prior written authorization from the City Manager is received.

If the Contractor fails to correct work which is not in accordance with the specifications as stated in the bid documents, the City of Hastings may direct the Contractor in writing to stop the work until the correction is made. If the Contractor defaults or neglects to carry out the work in accordance with the specifications as stated in the bid documents, and fails within a seven day period after receipt of written notice from the City of Hastings to correct such default or neglect with diligence and promptness, the City of Hastings may, without prejudice to other remedies, correct such deficiencies. In such case, the City of Hastings will deduct the cost of the correction from payments due to the contractor.

The City of Hastings reserves the right to perform construction or operations related to the project with its own labor forces, and to award separate contracts in connection with other portions of the project. The Contractor will coordinate and cooperate with separate Contractors employed by the City of Hastings. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

For the purposes of payment, the contract sum amount will include all items and services necessary for the proper execution and completion of the work as outline in the bid documents.

Payment to a Contactor for the completion of work as outlines in the bid documents, and as a result of the agreement will be made within thirty days from receipt of the Contractors billing statement and processing by the Director of Public Services.

The Contractor will provide proof of insurance in the amount required on the attached policy. Certificates of Insurance will be provided prior to the commencement of work, naming the City of Hastings as the additional insured.

This agreement is entered into as of the day and year first written above.

City of Hastings

Contractor

Signature

Signature

Travis Tate

Printed Name

Printed Name

Director of Public Services

Title

Title

201 East State St

Address

Address

Hastings, MI 49058

Tax ID Number _____

ATTACHMENT "C"

INSURANCE POLICY FOR THE CITY OF HASTINGS

The purpose of this policy statement is to establish guidelines requiring insurance for contractors, organizations, groups or individuals that carry on activities or do work on City properties. All Certificates of Insurance shall be maintained by the City Clerks Department and updated as necessary.

I. **Doing work on City Property.**

Certificates indicating insurance coverage shall be required by all contractors or individuals that do work on City-owned property including land, parks, roads, sidewalks, easements, right-of-ways and buildings.

The following coverage is required:

	Type	Limit of Liability	
1	Workers Compensation Statutory Coverage B and Employers Liability	\$500,000.00	
2	Public Liability (Including products and completed operations liability)	\$500,000.00	Each Person
	Bodily Injury	\$1,000,000.00	Each Accident
	Property Damage	\$500,000.00	Each Accident
		\$1,000,000.00	Each Aggregate
3	Automobile Liability (Including hired cars and automobile non- ownership)		
	Bodily Injury	\$250,000.00	Each Person
		\$500,000.00	Each Accident
	Property Damage	\$250,000.00	Each Accident
		\$5,000,000.00	Each Aggregate
4	Additional Insured - The City of Hastings to be specifically named in clause on policy and certificate as an "additional insured"		

Attachment D

Contractors Checklist

I Certificate of Insurance

A	Workers Compensation	Date Received	_____
B	Liability	Date Received	_____

II Loss History

A Provided by Agent

III Safety Program

	Yes	No
A Familiar with MIOSHA regulations	_____	_____
B Are safety standards used daily	_____	_____
C Written safety program	_____	_____
D Safety Coordinator	_____	_____
E Michigan Right to Know Program	_____	_____
F Permit required Confined Space Entry	_____	_____
G Power lock out/tag out program	_____	_____
H First aid personel on site	_____	_____
I Fire safety and suppression plan	_____	_____
J Personal protective equipment used	_____	_____
K Auto safety (CDL Certifications)	_____	_____
L Proper MDOT Roadway procedures	_____	_____
M Proper trenching/excavation standards	_____	_____
N Preventative maintenance program	_____	_____
O Process safety mgmt of hazardous chemicals	_____	_____

I attest that the above responses are true to the best of my knowledge.

Contractor or Representative

Title

Date