

**City of Marshall  
Kids Kingdom Bath House**



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**Public Works  
Department**

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**RESPONSES ARE DUE PRIOR TO:**

**3/10/2015  
1:00 PM EST**

*Responses may be mailed or hand-delivered  
to:*

City of Marshall  
Attn: City Clerk  
323 W. Michigan Ave.  
Marshall, MI  
49068

**City of Marshall**  
**Public Works Department**

**Kids Kingdom Bath House**

RFP TITLE: "Kids Kingdom Bath House"

RFP LOCATION: Ketchum Park; Marshall, MI

SUBMISSION DEADLINE: March 10, 2015

SUBMISSION TIME: 1:00 PM

SUMISSION PLACE: City Hall; Attn: City Clerk  
323 W. Michigan Ave.  
Marshall, MI 49068

RFP DESCRIPTION: This is a contract for the construction of a restroom at Ketchum Park, located within the Kids Kingdom playground area located on Montgomery Street in the City of Marshall.

RFP CONTACT: Michael Hackworth  
Department of Public Works Superintendent  
(269)558-0324  
[mhackworth@cityofmarshall.com](mailto:mhackworth@cityofmarshall.com)

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Additional instructions for submitting proposal:

- A. All bids must be submitted typewritten or clearly printed in ink on the original document by mail or messenger and signed by a duly authorized representative of the firm submitting the bid. Bids will be received until 1:00 pm. on March 10, 2015 to the City of Marshall, Office of the Clerk, 323 W Michigan Ave, Marshall MI 49068. All bids will be initialed, time and date stamped.
- B. Bids will be accepted at the above address until the time and date specified, and immediately after will be publicly opened and read aloud.
- C. All bids shall be tightly sealed in an opaque envelope and plainly marked with the topic of the bid on the front of the outer envelope.
- D. Late or faxed bids will not be accepted and will be returned to the bidder.
- E. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.
- F. Questions should be submitted to Michael Hackworth, Superintendent of Department of Public Works (see "RFP Contact" above). All questions shall be submitted in writing at least three (3) days prior to the submission deadline.

- G. The City of Marshall reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the bid.

## **SECTION 1: SERVICE REQUIREMENTS AND PROPOSAL PRICING**

### **1.1 SERVICE REQUIREMENTS**

The City of Marshall is seeking proposals for the construction of a restroom located at Kids Kingdom, located within Ketchum Park on Montgomery Street in the City of Marshall. The following is a description of the work the City will require:

- 1) Restroom Construction: The qualified bidder must have demonstrable ability to construct the restroom in accordance with all specifications as contained in the construction documents in Section 1 of this document.
- 2) All work should be completed as soon as possible (weather dependent).
- 3) All supporting documents are attached as addendum numbers #CS, #S-1, #A-1, #A-2 and #A-3. Full sets of prints are available for pick up at the Public Services Building located at 900 S. Marshall Ave. Marshall, MI between the hours of 7:30-4pm, Monday- Friday.

### **1.2 CURRENCY**

Prices calculated by the bidder shall be stated in U.S. dollars.

### **1.3 AWARD**

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation will be most advantageous to the City, price and other factors considered. The City reserves the right to accept a bid in whole or in part, to award by item or by group, reject any and all bids, waive informalities or defects in bids and accept such bids which is deemed to be in the best interest of the City of Marshall. Any bidder, who is in default to the City at the time of submittal of the bid, shall have his bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsible and the offer rejected.

## **SECTION 2: INSTRUCTIONS TO CONTRACTORS**

### **2.1 ADMINISTRATIVE GUIDANCE**

The information provided in this RFP is designed to provide interested Contractors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Contractors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

### **2.2 SCOPE OF TERMS & CONDITIONS**

Before submitting a proposal, the Contractor shall understand all contract conditions referred to in this document, and any addenda issued before the RFP submission date. It shall be the Contractor's responsibility to ensure that the proposal includes all addenda issued prior to the RFP submission date. By submitting a proposal, the Contractor acknowledges and accepts the Terms and Conditions described herein.

### **2.3 PROPOSAL RESPONSE OUTLINE**

The Contractor must submit a complete and concise response to the RFP, demonstrating the ability to meet the requirements of this RFP. Pertinent supplemental information should be referenced and included as attachments. The contents of the proposal submitted by the successful Contractor may become part of any contract awarded as a result of this solicitation. All proposals must be organized to comply with the following sections:

#### **LETTER OF EXPLANATION**

The letter of explanation should include an introduction of the Contractor, including the name, address, telephone number, and fax number of the person to be contacted, along with others who are authorized to represent the Contractor in dealing with this RFP. Any other information not appropriately contained in the body of the proposal should also be included in the letter of explanation. The letter should also indicate any criteria expected by the City that cannot be met by the Contractor. The explanation letter should be signed by an authorized representative of the Contractor empowered with the right to bind the Contractor for the amounts estimated and terms proposed.

1. Identify all subcontractors that are proposed to do work on this project.
2. Proposed timeline for the project. Breakdown the timeline by each section of the project as well as the project as a whole.

#### **COST PROPOSAL**

The Contractor must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal should be itemized and not just include a total price. The pricing for all products and services shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders. Pricing on all transportation, mobilization and other charges shall be prepaid by the Contractor and included in the proposal price. The Contractor must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

#### **MISCELLANEOUS**

The Contractor should provide any supplemental information and attachments relevant to the proposal.

### **2.4 PROPOSAL PREPARATION COSTS**

The City of Marshall is not liable for any cost incurred by the Contractor associated with the preparation of the proposal or the negotiation of a contract for services prior to the issuing of the contract.

### **2.5 SUBSTANTIVE PROPOSALS**

The Contractor certifies that, (a) the Contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the Contractor has not directly or indirectly induced or solicited any other Contractor(s) to submit a false proposal; (c) the Contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a proposal; (d) the Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor(s) or over the City of Marshall.

## **2.6 RESTRICTIONS**

All proposals must clearly set forth any restrictions or provisions deemed necessary by the Contractor to effectively service the proposed Contract.

## **2.7 PROPOSALS SHALL BE BINDING SUBJECT TO ACCEPTANCE**

Proposals shall be binding upon the Contractors for ninety (90) calendar days from submission deadline. A Contractor may withdraw or modify its proposal any time prior to the submission deadline by written request, signed by the same authorized officer or agent who signed the original proposal.

## **2.8 ADDENDUM TO THE RFP**

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all Contractors on record as having received this RFP. A statement issued in an addendum shall have the effect of modifying a portion of the proposal documents when the statement in the addendum specifies a section, paragraph, or text, and states that it is to be so modified.

Any other communication, whether verbal or written, which are received by any representative of the Contractor from sources other than official addendum should be confirmed by the Contractor with the RFP Contact as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications.

## **2.9 ALTERNATIVE PROPOSALS**

Contractors may submit more than one proposal, each of which must follow the Proposal Response Outline (Section 2.3 herein) and satisfy the requirements of this RFP. If alternative proposals are submitted, the Contractor must explain the reasons for the alternative(s) and its alternative's comparative benefits. Each proposal submitted will be evaluated on its own merits.

## **SECTION 3: PROPOSAL EVALUATION**

### **3.1 EVALUATION PROCESS**

In evaluating bids, the City of Marshall shall consider the qualifications of the bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications and financial ability of the bidder to fulfill the contract. Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.

The City reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

### **3.2 EVALUATION CRITERIA**

The City will judge the merit of all proposals received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the proposal being removed from further consideration. In evaluating the proposals, the City will consider:

1. Reputation of Contractor
2. Availability/Timeframe
3. Cost

### **3.3 AWARD OF CONTRACT**

Upon completion of the evaluation process, the City may negotiate with and award the contract to the Contractor whose proposal is determined to be most advantageous to the City, as determined by the evaluation criteria discussed above. AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER PROPOSALS ARE RECEIVED. Accordingly, each proposal should be submitted with the most favorable price and service available. The contract will incorporate the provisions of this RFP (including any addenda).

### **3.4 RIGHT TO REJECT**

The City of Marshall reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals, if any such action is deemed in the best interest of the City. Further, the City reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the bid.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

### **4.1 CONTRACT**

The intention of the Contract is to include all labor, material, transportation, and all other action necessary for the accomplishment of the project described herein.

### **4.2 THE CONTRACTOR**

It is understood and agreed that the Contractor has satisfied itself as to the character of equipment required under this contract and all other matters which can in any way affect its execution and performance of this contract.

No verbal agreement or conversation with any officer, representative, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

### **4.3 ASSIGNMENT**

Contractor shall not assign any portion of its obligations under the Contract without the prior written consent of the City. Assignment or subcontracting shall in no way relieve the Contractor of any of its obligations under

this Contract.

#### **4.4 TERMINATION, SUSPENSION OR ABANDONMENT**

**4.4.1** The City may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Contractor, in the sole judgment of the City, are unsatisfactory, because of the Contractor's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Contractor, in the sole judgment of the City, has materially breached this Contract. However, after receiving the City's written notice, Contractor shall have five (5) working days (Monday-Friday) in which to cure any such deficiency. In the event the Contractor fails to adequately cure a deficiency, the Contractor will be liable for any resulting damages from said deficiency and breach of this Agreement, which the City may pursue through any available means, whether in law or in equity.

**4.4.2** The City reserves the right, at its sole discretion, to terminate, suspend or abandon this Agreement at any time upon seven (7) calendar day's written notice.

**4.4.3** In the event of termination, suspension or abandonment, without cause, the City shall pay the Contractor for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Contractor shall not be entitled to any additional compensation, award, or damages.

**4.4.4** All work accomplished by the Contractor prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City. If the City has terminated the Project without cause, and then requests to resume the Project with the Contractor after more than three (3) months from the date of termination, the Contractor's compensation shall be subject to renegotiation.

#### **4.5 ACCEPTANCE OF SERVICES RENDERED**

The City, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

#### **4.6 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City, and any subsidiary or affiliate of the City, and its past, present and future agents, representatives and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or any party for whose acts the Contractor or the City may be liable, regardless of whether liability is imposed upon such party. This indemnity obligation is intended to include, but is not limited to, the indemnification of the City indemnified hereunder for damages apportioned to the Contractor, any subcontractor, or any person or entity directly or indirectly employed by any of them or any person or entity for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents,

representatives or employees by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Contractor, or any subcontractor, the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

#### **4.7 INSURANCE**

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws.

**4.7.1** The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage. Blanket contractor and completed operations coverage shall be included with the same minimums.

**4.7.2** The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Marshall as an additional insured.

**4.7.3** The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.

**4.7.4** Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.

**4.7.5** All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

#### **4.8 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

No Contractor of goods and/or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

#### **4.9 TAXES – CONTRACTOR'S RESPONSIBILITY**

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under this Contract, including, but not limited to, taxes levied or incurred against Contractor's income, inventory, property, sales, or other taxes.

#### **4.10 TAXES - CITY IS EXEMPT**

The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004708). The price must be net, exclusive of taxes.

#### **4.11 ROYALTIES AND PATENTS**

The Contractor shall pay all applicable royalties and license fees. Contractor shall also defend all suits or claims for infringement of any intellectual property rights, and shall hold the City harmless from loss on account thereof.

#### **4.12 PAYMENTS**

These terms of payment cover payments to be made at the time of completion of the project. Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon acceptance of the work. A 10 percent (10%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be turned in once a month, by the 5<sup>th</sup> of each month for payment.

Invoices shall be submitted to:

City of Marshall

Attn: Christy Ramey; Purchasing Agent

323 W. Michigan Ave.

Marshall, MI 49068

#### **4.13 ACCEPTANCE AND FINAL PAYMENT**

In a timely manner after the work has been completed and accepted, the City will make a final estimate stating that the Contract has been completed and that the work has been accepted by it under the terms and conditions thereof, with qualifications, if any, as stated. The balance found to be due the Contractor according to the terms of payment shall be paid by the City, as provided under 4.12 PAYMENTS of this document. Prior to filing a final estimate, Contractor shall file with the City a sworn statement that all items of labor entering into the work or services have been paid.

#### **4.14 CHANGE ORDERS**

All change orders shall be described on a Change Order Request Form, and be authorized in writing by the City prior to proceeding with the work requested. No payment shall be made to the Contractor for labor involved in correcting errors or omissions attributable in any way to the Contractor or its agents, subcontractors, and the like.

#### **4.15 WARRANTY**

**4.15.1** Contractor expressly warrants the workmanship, materials, and manner of construction provided for and contemplated by this Contract and agrees that if the improvement contemplated therein does not remain in good condition for a period of one year from the date of final acceptance by the City, ordinary wear and tear

excepted, because of defects in the workmanship, materials or manner of construction, then and in that event Contractor agrees that any and all repairs and replacements necessary to maintain said improvement and each and every part thereof in such good condition shall be made by said Contractor without additional charge or cost to the City.

**4.15.2** During the warranty period, Contractor shall make reasonable efforts to correct deficient work or products. Unless the specifications call for a shorter time, when the deficiency involves the health and safety of City residents, the loss of or damage to property, or renders the products or service unusable for its intended purpose; Contractor shall respond and begin to correct the work no later than 24 hours after having received notice.

**4.16 SIGNATURE**

The undersigned Contractor declares that they have carefully read, become familiar with and understands the quote/contract documents and specifications and hereby proposes to fulfill the attached quote.

In submitting this quote, it is understood and agreed by the undersigned that the right is reserved by the City of Marshall to reject any or all quotes. It is further understood and agreed by the undersigned that any qualifying statements, or conditions made to the above quote, as originally published, as well as any erasures, omissions, or entered wording obscure as to its meaning, may cause the quote to be declared irregular and may be cause for rejection of the quote.

Certification Regarding Debarment, Suspension and Other Responsibility Matters—Primary Covered Transaction

The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF CONTRACTOR \_\_\_\_\_

TIMELINE OF PROJECT \_\_\_\_\_

ESTIMATED START DATE \_\_\_\_\_

ESTIMATED COMPLETION DATE \_\_\_\_\_

TOTAL COST \_\_\_\_\_

SIGNATURE OF CONTRACTOR \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT REPRESENTATIVE \_\_\_\_\_ PHONE \_\_\_\_\_

