

INVITATION TO BID SUMPTER TOWNSHIP WAYNE COUNTY, MICHIGAN

The Township of Sumpter is accepting sealed bids for the

REQUEST FOR PROPOSAL #252604 REPAIR OF MARTINSVILLE SANITARY PUMP STATION

Township of Sumpter, 23480 Sumpter Rd., Belleville, MI 48111

in Sumpter Township, Wayne County, Michigan

Sumpter Township will only accept and entertain sealed bids submitted on or before:

9/18/2025 12:00:00 AM

Sealed bids will be received by:

The Clerk's Office Sumpter Township 23480 Sumpter Rd. Belleville, MI 48111

Bids shall be publicly opened and read on:

9/18/2025 12:00:00 AM

Sumpter Township Board Room 23480 Sumpter Rd. Belleville, MI 48111

PLEASE NOTE: ONLY BIDS & PROPOSALS WRITTEN SPECIFICALLY TO THIS
PUBLIC NOTICE WILL BE CONSIDERED. DEVIATIONS OR RECOMMENDATIONS
MAY BE PROPOSED SEPARATELY. HOWEVER, THE QUOTED PRICE MUST BE TO
THE SPECIFICATIONS. ADDITIONAL, ALTERNATIVE PRICING IS PERMITTED.

Specifications for this opportunity may be obtained at the Sumpter Township Clerk's Office (address above) between the hours of 8:30 am and 4:30 pm, Monday through Friday, by visiting the Township Website at https://sumptertwp.org/bid-opportunities/ and BidNet Direct to the Township of Sumpter's Page.

Please call Sumpter Township, Clerk's Office at (734) 461-6201 if you require additional information.

Purpose

Sumpter Township is seeking bids for the repair of Martinsville Sanitary Pump Station.

TIMELINE

Bid Issued: Aug. 28, 2025

Deadline for Written Clarifications: Sep. 10, 2025 @ 4pm
Bids Due: Sep. 18, 2025 @ 12pm
Public Bid Opening: Sep. 18, 2025 @ 12:30pm
Commencement of Work: Oct. 20, 2025 or sooner

Submission of Proposal

Description of the information and content required for your bid follows. Please complete and add any necessary information on additional sheets and return to:

Sumpter Township Clerk 23480 Sumpter Road Belleville, MI 48111

Mark the envelope: Martinsville Pump Station

(Contractor Name) (Contractor Address)

(Contractor Telephone Number)

<u>Late Proposals:</u> All responses must be printed and signed. The bidder assumes the risk of any delay in the mail. Whether sent by mail or means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

Returned Proposals: All proposals received after the due date and time will be unopened and made available to the respective contractor for pick-up or return, at their sole cost and expense.

<u>Signed Proposals:</u> Each proposal must be an original and hard copy and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO VERBAL, FAXED, OR EMAILED PROPOSALS WILL BE ACCEPTED. Each Proposal must be submitted on the Proposal forms attached to this RFP.

<u>Copies of Proposals:</u> The Contractor shall submit the original proposal and two (2) completed copies of the signed original proposal.

<u>Opening of Proposals:</u> At a specified location and due date as stated above, all submitted proposals will be publicly opened and read aloud at 12:30pm. All interested parties may attend the bid opening. No decision will be rendered at the bid opening.

Email Clarifications: The township intends to communicate with Contractors via email pertaining to any clarifications and addendums.

Additional Clarification Requests: Prospective Contractors may request that the township clarify information contained in this RFP. All such requests must be made in writing via email. The township will attempt to provide a written response to all written requests for clarification within two (2) business days after the receipt of such request. The township will not respond to any Request for Clarification received after 4pm on SEPT. 10, 2025. Requests for clarification and inquiries must be made via email.

All requests for clarification must be directed to Ron Tabor, Director of Public Works at <u>rontabor@sumptertwp.org</u> with a subject line "**Martinsville Pump Station.**"

No response will be made to verbal questions. All questions and answers will be posted on the township's website. It is each Contractor's responsibility to check the township's website prior to the RFP due date and time to ensure that it has received all of the information, including but not limited to, all addenda to this RFP.

Restrictions on Communication: From the issue date of this RFP until a Contractor is selected and that selection is announced, a prospective Contractor shall not communicate about the subject of this RFP or any Contractor's Proposal with the Township, its Board of Trustees, elected officials, or Township Manager except for additional Requests for Clarification in accordance with the paragraph above, or as otherwise required by applicable law.

RFP/Proposal Information Controlling: The township intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed

by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.

Reservation of Award: The contract will be awarded to the responsible bidder whose proposal is within the competitive range and determined to be the most advantageous to Sumpter Township. Price, experience, references, and other factors are considered. Sumpter Township reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn. The Board of Trustees or its designee reserves the right to reject any or all bids, in part or in total, for any objective or subjective reason whatsoever. Late bids will not be opened.

Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same work and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

SPECIFICATIONS:

The Bidder <u>must</u> visit the project location prior to bid submission and sign in on the visitation log at the Clerk's office in the Township Hall located at 23480 Sumpter Rd., Belleville, MI 48111. The Bidder will recommend the specifications, products, and scope of work. Products and brands will be identified with product specifications and warranties. The sealed, submitted bid will include all project, products, information, and written recommendations along with the Bidder's Quote page, a list of additional options & findings, and a separate Optional Alternative pricing separate from the project scope bid.

- Mobilization; Advise of project schedule with tentative project date and approximate time to completion.
- Ensures full site safety measures (signage, warning placards, hi-vis attire, etc.) are taken.
- Specify all proposed materials and provide detailed specifications for each.
- Install bypass pumping.
- Clean and repair wet well lining.
- Remove and replace piping, swing check valves, steel vent.
- Install flow meter/program panel to share data.
- Backfill and restore worksite grounds

• Ensure final inspection satisfaction with township designees to properly complete the project.

Contractor Requirements

- Contractor shall provide an adequate number of qualified, experienced personnel capable of performing the required work within timeframes set forth in township's schedule. All workers and subcontractors performing work shall be skilled in their respective trades.
- Bidders shall be a reputable, recognized organization with at least 5 years of successful experience in work of this type.
 References of 3 accounts recently or currently being serviced in comparable work must be furnished. Failure to include these references may be ample cause for rejection.
- The contractor must secure all equipment and materials at the site. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this contract, caused by either the installation of its work or in the delivery of materials and equipment for its use. The cost of repairing or replacing such damage shall be borne by the responsible contractor. Repair or replacement work shall be done in a manner and to leave the facilities in the same condition as before the damage occurred to the complete satisfaction of the owner. The contractor is responsible for all damages and losses until the installation has been completed and accepted by the Township.
- Contractor shall identify one person, acceptable to the Township, who shall act as liaison with the Township. This individual should have the authority to make decisions on behalf of the Contractor.
- Satisfactory Workers' Compensation insurance and Property/Casualty/Liability insurance must be maintained and paid by the Contractor at all times work is performed. This insurance must show the Township as additionally insured and must be provided to the Township.
- o Commercial Property/Casualty/Liability insurance is required as follows: On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$3,000,000

aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Contractor's Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse, and Under group (XCU) Exclusions, if applicable.

- o Professional Liability Insurance (Errors & Omissions): of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- O Workers' Compensation including Employer's Liability Coverage: of \$1,000,000 each accident, \$500,000 aggregate, in accordance with all applicable Michigan law.

Contractual Information

Acceptance of Bids:

The township will award the bid to vendor(s) based on discussion by the board of trustees. The township board may award to the lowest, responsive, responsible vendor(s) that meets the functional requirements and needs expressed by the specifications.

Brand Name:

Wherever in the specifications or proposal form brand names, trade names, manufacturer, or catalog numbers are called, it is for establishing a grade of quality level only, and the phase "or equal" is deemed to follow unless a prequalified list of the term "only," "no exceptions", or similar phrase is included.

<u>Familial Disclosure Affidavit</u>: All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Township and/or any employee of the Contractor and any member of the Township's Board of Trustees. The Township will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is found as ATTACHMENT A in this document.

<u>Iran Economic Sanctions Act:</u> In accordance with the Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Contractor is not an Iran Linked Business. The Township will not accept a Proposal that does not include this sworn and notarized

statement. The Affidavit of Compliance – Iran Economic Sanctions Act is found as ATTACHMENT B in this document.

Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Wayne County, Michigan.

General Indemnification: Contractor shall indemnify, defend, and hold harmless the Township, its Board of Trustees, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suite, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the contract and/or from Contractor's violation of any of the terms and conditions of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State, or local law, rule, regulations, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the Township by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Sumpter Township may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

Compliance with Laws: Contractor shall comply with any and all applicable Federal, State and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including personnel, employees, contractors, consultants and agents shall be responsible for knowing the Township's policies concerning appropriate behavior of persons in Township facilities and on Township properties, and shall comply with all such policies. Contractor represents and warrants to the Township that it shall at all times be in compliance with any and all applicable Federal and State laws, rules, ordinances, policies, regulations, licensing and permitting requirements

applicable to the contract. Contractor shall indemnify, defend and hold the Township harmless from any liability resulting from its failure to comply.

<u>Laws</u>: The laws of the State of Michigan shall govern the rights, obligations, and remedies of the parties under this bid and any agreement reached through this process. Sumpter Township is a Michigan municipal corporation. Any litigation is required to take place in Wayne County, Michigan.

<u>Pricing:</u> Prices quoted are to be F.O.B. to Sumpter Township. All purchase prices shall be net; including transportation, insurance, and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.

Qualification to work: Prior to project initiation, the successful Bidder must submit to the Township Clerk's Office all valid licenses, certifications, proof of liability coverage indicating Sumpter Township as certificate holder, obtain a performance/surety bond and W-9.

<u>Taxes:</u> Sumpter Township is exempt from sales tax. When state taxes are required on construction materials installed by the Contractor, such taxes must be incorporated into the Contractor's Proposal pricing.

Township's Rights:

The township reserves the right to accept or reject any or all bids, to waive irregularities or defects, to award on a split order or lump sum basis and accept other than the low bid when deemed to be in the township's best interest.

<u>Proposal Withdrawal:</u> Contractor may withdraw its Proposal any time before the due date and time. Proposals may not be withdrawn for at least 90 days after the due date and time.

Competition: It is the Township's intent that this RFP permits competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Supplies, material, equipment or products proposed in response to this RFP should be specified and if necessary, followed by the words "or comparable equivalent". The Township in its sole and absolute discretion shall have the right to determine if the proposed equivalent products/brands submitted by the Contractor possess equivalent and/or better qualities. Any and all specifications must be noted on the Proposal Form.

Disclosure:

All information included in your bid response is subject to the Freedom of Information Act once bids are made public and may be disclosed in its entirety after the formal process has been awarded and completed.

A Township-prepared Contract Agreement will be required for this project.

BID PROPOSAL FORM

Sumpter Township Sanitary Pump Station

Repair Martinsville Road Sanitary Pump Station – RFP #252604

Contractor Company Name:			
Authorized Representative Name:			
Signature:			
Title:			
Address:			
eMail:			
Phone:	(Work #)	(Cell #)	
To furnish labor and materials for a documents. Upon acceptance of the full term of the contract.			
TOTAL: \$			

ATTACHMENT A

SWORN AND NOTORIZED FAMILIAL DISCLOSURE STATEMENT

Sumpter Township Board of Trustees shall not accept any bid that does not include this sworn and notarized disclosure statement

The undersigned, owner or authorized office	r of	(the
bidder), pursuant to the familial disclosure requereby represent and warrant, except as pro-	uirement provid	ed in the attached invitation to bid
between the owner(s) or any employee of the c	-	-
Bidder's Company Name:		
By (signature):		
Printed Name and Title:		
STATE OF MICHIGAN		
COUNTY OF		
Subscribe and sworn before me on this		
Day of	, 20	, a Notary Public
In and for	County	<i>Ι</i> ,
Notary Public		
My Commission expires		

ATTACHMENT B

SWORN AND NOTORIZED AFFIDAVIT OF COMPLIANCE IRAN **ECONOMIC SANCTIONS ACT** Michigan Public Act No. 517 of 2012

Sumpter Township Board of Trustees shall not accept any bid that does not include this sworn and notarized certification of statement

The undersigned, owner or authorized off	icer of		(the
bidder), pursuant to the compliance certification, hereby certifies, represents and warrant employees) is not an Iran linked business we and that in the event the Bidder is awarded a Proposal, the Bidder will not become an "I performing the work or any services under the services under the services of	ation requirements that the biddent ithin the meaning contract as a restrant linked busing	t provided in the attached invitate (including its officers, directors g of the Iran Economic Sanctions sult of the aforementioned Reque	s, and s Act, est for
The Bidder further acknowledges that ar certification is responsible for a civil penal amount of the contract or proposed contract greater, the cost of the Sumpter Township is to the fine. Moreover, any person who subta a Request for Proposal for three (3) years submitted the false certification.	ty of not more the for which the fan the nvestigation, and mitted a false certain.	han \$250,000.00 or two (2) time lse certification is made, whiche I reasonable attorney fees, in add tification shall be ineligible to be	es the ever is dition oid on
Bidder's Company Name:			
By (signature):			
Printed Name and Title:			
Date:			
STATE OF MICHIGAN			
COUNTY OF			
Subscribe and sworn before me on this			
Day of	, 20	, a Notary Public	
In and for	County,		
Notary Public			
My Commission expires			