

**VILLAGE OF SPARTA
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR PROPOSAL

SERVICES(S) AND OR ITEM(S) REQUIRED:

The Village of Sparta is seeking contracted services to replace existing lead water service lines.

NOTICE:

Proposals for service will be received by 2:00 PM, February 20, 2025, at the Village of Sparta, 156 E Division, Sparta, Michigan 49345. Quotations for the service(s) or item(s) listed herein will be opened publicly in the Village Hall Conference Room on the specified date in the presence of interested parties.

Submission Deadline: February 20, 2025, at 2:00 PM

Bid Opening Date: February 20, 2025 at 2:00 PM

The public is encouraged to attend the bid opening. After tabulation and review, bids will be presented to the Village Council for contract award as required.

HOW TO SUBMIT PROPOSAL:

1. Physical Submission: In a sealed, opaque envelope labeled “2025 LEAD SERVICE REPLACEMENT RFP” and delivered to Village Hall at 156 E Division, Sparta, MI 49345.
2. Email Submission: Proposals can also be sent to bill@spartami.org with the “2025 LEAD SERVICE REPLACEMENT RFP.”

Additional Notes for Email Submissions:

- Email attachments must not exceed 10 MB in size.
- All documents will be submitted in PDF format.

PURPOSE OF PROPOSAL: The Village of Sparta intends to secure a supply source for the service(s) defined by considering (but not limited to) the following: lowest price, terms of the warranty, and prompt and convenient service by the supplier to the Village. Any failure by the supplier or contractor to comply with the following conditions and specifications shall be a reason for contract termination. The Village reserves the right to award the supplier where the service meets the specifications, terms, and conditions. Village Council considers the bid to be in the Village's best interest.

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GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:
 - a. Proposals must be received before the specified deadline. Submissions must be considered on time.
 - b. Use the proposal form furnished by the Village.
 - c. Ensure all corrections or changes are initialed and proposals are signed in ink.
2. SPECIAL CONDITIONS: Special conditions in the Bid Document shall precede any provisions.
3. WORKERS' COMPENSATION: Insofar as Workers' compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates as evidence that the bidder carries workers' compensation Insurance.
4. WARRANTIES FOR USAGE: Whenever a proposal seeks a supply source for a specified period for materials or services, the quantities or usage shown are estimates ONLY. These quantities are for the bidder's information ONLY. They will be used for the tabulation and presentation of the proposal, and the Village reserves the right to increase or decrease amounts as required. No guarantee or warranty is given or implied by the Village regarding the total amount that may or may not be purchased from any resulting contracts.
5. DELIVERY: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered based on delivery to the Bid Document destination and include all delivery and packing charges.
6. SPECIFICATIONS: Unless otherwise stated by the bidder, the proposal will be considered in strict accordance with the specifications outlined in the Bid Document.
7. VARIATIONS TO SPECIFICATIONS: For evaluation purposes, the bidder MUST indicate any variances from our specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, the product or service will be assumed to comply fully with our specifications, terms, and conditions.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the Village's requirements. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, if awarded a contract, the bidder must furnish the particular item in the specifications or description unless a departure or substitution is noted and described in the proposal.
8. SAMPLES: Samples, when requested, shall be filed before the opening of bids and must be furnished free of expense to the Village and, if not destroyed, will, upon request, be returned at the bidder's expense.
9. PRICES TO BE FIRM: By submitting the proposal, the bidder warrants that the price, terms, and conditions quoted in the request will be eligible for acceptance for sixty (60) days from the date of the proposal opening unless otherwise stated by the Village or the Bidder.

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10. **DEFAULT PROVISION:** If the bidder or contractor defaults, the Village of Sparta may procure the services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred.
11. **PRICING/ UNIT PRICES:** Prices should be stated in units of the quantity specified in the bidding specifications. In case of a discrepancy in computing the bid amount, the UNIT PRICE quoted will govern.
12. **PRICE CHANGES DURING CONTRACTS** (when applicable): Consideration will be given to awarding bids for yearly contracts.
13. **SAFETY STANDARDS:** The bidder warrants that its employees' work conditions will comply with the Occupational Safety and Health Act of 1970 standards, amendments, and applicable regulations. Failure to comply with this condition will be considered a breach of contract.
14. **TAXES:** The Village of Sparta is generally exempt from the State and Federal Government's taxes. This exemption is not extended to contractors for the Village of Sparta.
15. **FAILURE TO QUOTE:** If you do not quote, please return the quotation sheet, state the reason, and request that your name be retained on our mailing list; otherwise, your name may be removed from our proposal mailing list.
16. **SIGNATURE REQUIRED:** All quotations and proposals **MUST** be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his signature
17. **SIGNED PROPOSAL CONSIDERED AN OFFER:** This signed proposal shall be considered an offer by the bidder or contractor, which shall be deemed acceptable upon approval by the Village Council of the Village of Sparta. In case of a default on the part of the bidder or contractor after such acceptance, the Village of Sparta may take action as it deems appropriate, including legal action for damages or specific performance.
18. **LIABILITY, INSURANCE, LICENSES, and PERMITS:** Where bidders are required to enter or go onto Village of Sparta property to deliver materials or perform work or services as a result of bid award, the bidder will assume the whole 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 Village occasioned by 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 of the successful contractor will provide \$ 1,000,000. The policy shall name the Village of Sparta as an additional insured.
19. **INFRINGEMENTS AND INDEMNIFICATIONS:** The Bidder, if awarded an order or contract, agrees to protect, defend, and save the Village 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. They further agree to indemnify and save the Village 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, their servants, or agents.

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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 Village whenever such insurance is deemed necessary. When required, the types and amounts of insurance will be outlined in the Bid Document.

20. **RESERVATIONS FOR REJECTION AND AWARD:** The Village of Sparta 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 the general conditions, or to request re-bidding on the required materials. The Village also reserves the right to award the contract on material it deems best serves its interests. The Village will award the contract to the bidder submitting the bid determined to be in the Village's best interests considering (but not limited to) the following factors: lowest price, terms of the warranty, and prompt and convenient service to the supplier to the Village. It further reserves the right to award the contract on a split order basis, lump sum, individual item basis, or such combination as shall best serve the Village's interest unless otherwise stated. The Village also reserves the right to waive variations to specifications (interpretation of appropriate Village personnel).
21. **CHANGES AND ADDENDUM TO BID DOCUMENTS:** Each change or addendum issued concerning this bid document will be on file in the DPW Office of the Village of Sparta and posted on the Village website. All such modifications or additions shall become part of the contract, and such changes or supplements shall bind all bidders. The bidder's responsibility shall be to inquire about the changes or addenda issued. Information on all changes or addenda issued will be available at the Village Hall and website.
22. **CONTRACT:** Bidders **MUST** enter into a formal agreement with the Village of Sparta for contractual services.
23. **REFERENCES:** Please list three (3) references wherein your company has provided this type of service for the Village of Sparta. Failure to list references may result in your company being disqualified.

NAME	COMPANY	NUMBER

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 of 5% of the bid is required. Bid bonds shall be issued by a Surety named in the U.S. Treasury Circular 570 licensed to conduct business in 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

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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 before the issuance of the Notice to Proceed.
- b) _____ Before issuing the Notice to Proceed, A Payment Bond in the amount of the total bid will be required.
- c) _____ The Contractor's Affidavit of Completion will be required before the final payment.

25. Proposal Timeline and Schedule

Include a timeline with your key milestones and dates. Often, this is displayed as a simple chart.

For example:

ACTIVITY	ANTICIPATED DATE
RFP Release Date	1/20/2025
Proposal Submission Deadline	2/20/2025
Bid Opening Date	2/20/2025
Contract Award	3/17/2025

26. SUBMIT COMPLETED PROPOSALS TO:

- Physical Address: Village of Sparta Hall, 156 E Division, Sparta, MI 49319
- Email Address: bill@spartami.org

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PROJECT OVERVIEW

The Village of Sparta seeks qualified contractors to replace existing galvanized water service lines from the property line to inside the house. The replacement shall include the installation of new piping up to the interior shut-off valve or up to 18 inches inside the foundation wall, whichever comes first. This work is being performed to address galvanized service lines, which may or may not have been previously connected to lead service lines, in accordance with the Michigan Lead & Copper Rule (effective June 14, 2018, and subsequent amendments).

SCOPE OF WORK

1. SERVICE LINE REPLACEMENT

- Remove and replace existing galvanized water service lines from the property line to the interior shut-off valve or up to 18 inches inside the foundation wall.
- Install new Type K copper or Village-approved material as per current Michigan Lead & Copper Rule standards.
- Ensure all joints and fittings are lead-free and certified to NSF/ANSI Standard 61.

2. EXCAVATION AND RESTORATION

- Conduct all necessary excavation to access the water service line. Minimize disturbance to the property.
- Restore all disturbed surfaces (lawns, sidewalks, driveways, etc.) to pre-construction conditions or better.
- Ensure compliance with soil erosion and sedimentation control requirements.

3. DISCOVERY OF EXISTING COPPER SERVICES

- General Requirement: If the contractor discovers during the replacement process that the property has an existing copper service line running from the property line to the house, the Village of Sparta will reimburse the contractor at a fixed cost per occurrence.
- Contractor Responsibilities: Immediately notify the Village upon discovering an existing copper service line. Provide documentation of the discovery, including clear photographs and a brief written description, to verify the condition and location of the existing copper service line.
- Reimbursement: As specified in the bid, the contractor will be paid a fixed cost for each verified discovery.
- Payment Terms: The contractor must include a line item for this fixed cost in their bid proposal.

4. INTERIOR WORK

- Replace the service line with the existing shut-off valve or 18 inches inside the foundation wall, ensuring minimal disruption to the homeowner's interior.
- Ensure proper sealing of foundation penetrations to prevent water intrusion.

5. COORDINATION WITH HOMEOWNERS

- Schedule and coordinate access to homes with homeowners.
- Provide notice of water service interruption and ensure work is completed promptly to minimize inconvenience.

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6. COMPLIANCE

- All work must comply with the Michigan Lead & Copper Rule, Michigan Plumbing Code, and Village of Sparta standards.
- Contractors must ensure the replaced service lines are contaminant-free and meet regulatory requirements.

7. TESTING AND VERIFICATIONS

- Conduct flushing and pressure testing of the new service line.

8. PERMITTING AND TRAFFIC CONTROL

- Obtain all necessary permits, including but not limited to building, plumbing, and road right-of-way permits.
- Implement appropriate traffic control measures in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

Contractor Requirements

- Must hold appropriate licenses and certifications required for water service line replacement in Michigan.
- Provide proof of insurance meeting the Village of Sparta's requirements.
- Demonstrate experience with similar projects involving water service line

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Proposal Must be Submitted on this Form

PROPOSAL FORM

Section 1. ARTICLE(S) and 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 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, including any project variances. The 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 that the proposal is correct and complete and that all information given or furnished is accurate, complete, and submitted as intended. The bidder waives any right to refuse to execute the contract if awarded to him and to be relieved from any obligation because of any errors, mistakes, or omissions, subject to the right of withdrawal of the 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 conspired 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 Village. If an officer or employee of the Village is personally or financially interested, directly or indirectly, in this proposal, a notation of such must be made in ANTI-COLLUSION STATEMENT.

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In submitting this Bid, Bidder represents, as outlined in the agreement, that:

- a. The bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all of which is at this moment acknowledged:

Addendum Number

Addendum Date

No	Service Street Address	Amount
1	88 CARRIE ST NW	
2	130 CHERRY ST NW	
3	328 DORIS ST NW	
4	57 E DIVISION ST NW	
5	321 E GARDNER ST NW	
6	48 E GARDNER ST NW	
7	342 EVERGREEN ST NW	
8	170 GROVE ST NW	
9	210 GROVE ST NW	
10	308 GROVE ST NW	
11	319 GROVE ST NW	
12	347 GROVE ST NW	
13	88 GROVE ST NW	
14	310 GUNN ST NW	
15	344 GUNN ST NW	
16	119 HARPER DR NW	
17	265 HARPER DR NW	
18	158 LOOMIS ST NW	
19	159 LOOMIS ST NW	
20	111 MAPLE ST NW	
21	140 MAPLE ST NW	
22	150 MAPLE ST NW	
23	163 MAPLE ST NW	
24	24 MAPLE ST NW	
25	57 MAPLE ST NW	
	Total:	

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Complete specifications and warranty information on the equipment quoted above are attached. All changes to the specifications are also 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)