

Village of Almont
Request for Proposal
WASTE WATER TREATMENT
OPERATION, MAINTENANCE
AND MANAGEMENT SERVICES

WWTP
BID PACKET

VILLAGE CLERK'S OFFICE
ALMONT VILLAGE HALL
817 North Main Street
Almont, Michigan 48003
Phone: (810) 798-8528

Sealed Bids Due at the Village Clerk's Office:

April 14, 2025 AT 11:00 A.M.

I. BACKGROUND: Almont is a Village in Lapeer County with a population of approximately 2,846 at the 2020 census. The purpose of this request for proposal is to obtain services for operation, maintenance and management services for the waste water treatment plant.

The Contractor shall supply its own equipment and employees and shall be an independent contractor. The Contractor shall comply with all applicable Federal, State, and Local laws.

The bid should include a proposal for all services, procedures for complaints and billing procedures as specified in the bid specifications. Additionally, the contractor proposal shall include a list of current facilities that the bidder operates at the time of the proposal. **Further information can be provided by calling the Village Clerk's office.** The Contractor may include any further information in its bid that may help the Village Council to make an informed decision.

II. TERM: The term shall be 1-5 years. The Contractor shall specify a bid for each area and/or a bid for the entire contract with annual increases, if any, and all other costs. The term is expected to commence July 2, 2025.

A. Bidders are encouraged to bid with explanation of alternate bidding and cost savings.

B. A pre-bid meeting shall be held March 31, 2025 at 10:30 a.m. at the Village Hall, 817 North Main Street, Village of Almont, Michigan 48003.

III. SUBMISSION REQUIREMENTS:

1. Submittals, in three (3) copies (one copy shall be marked "original"), bearing the title "**Village of Almont WASTE WATER TREATMENT, OPERATION, MAINTENANCE AND MANAGEMENT SERVICES BID**" will be received **no later than April 14, 2025 at 11:00 a.m.** in the:

Almont Village Hall
Attn: Kim Keesler, Village Clerk
817 North Main Street
Almont, Michigan 48003

2. Time is of the essence and any bid or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the bidder for ensuring that their bids are time stamped by the Village of Almont Clerk's office. Bids and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this request for proposal precludes the Village from requesting additional information at any time during the procurement process.

3. Bids will not be accepted via Fax machine or E-Mail.

4. BID PROCESS:

- Bidders are to submit written bids which present their qualifications, references, and understanding of the work performed. The contractor's employees must maintain licensing as required by law. The bid should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the information listed herein. Emphasis should be placed on completeness of services offered, clarity of content, services, and cost. Brevity is encouraged in all responses.
- A draft contract shall be submitted with the bid outlining all of the proposed terms and conditions. The draft contract will be used as the basis for the final contract; however, the Village reserves the right to revise and negotiate the terms of the contract before acceptance.
- All proposed fees and costs must be disclosed in the bid, and the Village is requesting that all costs be incorporated into the final contract.
- Bids which do not completely address all the requests will be considered non-responsive and will be excluded from consideration. Any exceptions shall be duly noted in the submittal.
- Bidders shall include with their submittals a "Pricing Sheet" (attached), and the "Signature Sheet" (attached).
- Bidders shall comply with the Charter of the Village of Almont and all Village Ordinances available by contacting the Clerk's Office.

5. COST OF PREPARATION: The Village will not pay any costs incurred in the bid preparation, printing or demonstration process. All costs shall be borne by the bidders.

6. STANDARD FORMS: Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the bid. Any standard contract provisions not submitted as part of the bid and subsequently presented for inclusion may be rejected. The Village reserves the right to accept or reject in whole or in part any form contract submitted by a bidder and/or to require that amendments be made thereto, or that an agreement drafted by the Village be utilized.

7. SPECIAL ACCOMODATIONS: If you are an individual with a disability and require a reasonable accommodation, please notify the Village Clerk at (810) 798-8528, prior to need.

8. BIDDERS: The Village encourages all businesses, including minority and women-owned businesses, and local businesses to respond to this bid invitation.

9. COMPETITION: Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.

10. AUTHORITY TO BIND FIRM IN CONTRACT: Bidders MUST provide the full firm name, address, of the person or legal entity responding to this request for proposal. Failure to manually sign the bid may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed "Signature Sheet".

11. NO SUBMITTAL: If you desire not to respond to this Request for Proposal, please forward your acknowledgement of "NO BID SUBMITTED" to the Village Hall. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.

12. QUESTIONS: Questions may be submitted via E-mail to Kim Keesler, Village Clerk E-Mail: kkeesler@almontvillage.org or Phone: (810) 798-8528. An addendum of the response, if any, will be sent to all bidders.

IV. GENERAL TERMS AND CONDITIONS

1. NONDISCRIMINATION: Contractors submitting bids certify they will not discriminate Employment and Nondiscrimination laws of the Federal, State and Local Government, and shall disclose any conclusive findings of violations of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

2. NONDISCRIMINATION CLAUSE: The Contractor who is selected, pursuant to the Elliot Larson Civil Rights Act, MCL 37.2209 Covenants shall include in the written agreement:

The contractor and his subcontractors not to 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, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.

3. TITLE VI NONDISCRIMINATION PLAN: The Village of Almont has adopted a Title VI plan under the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. The entire plan is on the Village Web Site. Inquiries concerning the Village of Almont and Title VI may be directed to Kim Keesler Village of Almont, 817 North Main Street, Almont, MI 48003; Phone: 810-798-8528; Email: kkeesler@almontvillage.org.

4. INDEMNIFICATION, HOLD HARMLESS, WAIVER OF SUBORGATION: The Bidder who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the Village of Almont and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Village of Almont and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement and agrees to waive any right of subrogation.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the Village, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

5. INSURANCE: The Bidder who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licenses and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Village of Almont and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- Additional Insured - Commercial General Liability Insurance as described above, shall include an Endorsement stating the following shall be "Additional Insured's."

The Village of Almont, all Elected and appointed officials, all employees and volunteers, all boards, commissions and/or Authorities and board members, including employees and volunteers thereof.

- Cancellation Notice - All insurance described above shall include an endorsement stating the Following: "It is understood and agreed that thirty (30) days advanced written notice of Cancellation, non-renewal, reduction, and/or material change shall be sent to: Village of Almont, 817 North Main Street, Almont MI 48003.
- Proof of Insurance - The Contractor shall provide to the Village of Almont at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the Policies mentioned above. If so requested, certified copies of all policies will be furnished.

6. RIGHT OF REJECTION: The Village reserves the right to reject any or all bids, to waive any informalities or irregularities in bids, and/or to negotiate separately the terms and conditions of all or any part of the bids as determined to be in the Village's best interests at its sole discretion. Nothing in this invitation to bid creates a binding agreement and the Village may reject any bid.

7. ADVICE OF OMISSION OR MISSTATEMENT: In the event it is evident to a Contractor responding to this request for proposal that the Village has omitted or misstated a material requirement to this Request for Proposal the Contractor shall advise the Village Clerk of such omission or misstatement as soon as reasonably possible.

8. NOTIFICATION OF WITHDRAWAL OF BID: Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the bidder. Bids submitted will become the

property of the Village after the bid submission deadline. The Bidder may withdraw the bid for mistake prior to acceptance by the Village Council.

9. RIGHTS TO PERTINENT MATERIALS: All responses, inquiries, and correspondence relating to this Request for Proposal and all reports, charts, schedules, exhibits and other documentation produced by the proposes that are submitted as part of the bid shall become the property of the Village after the bid submission deadline.

10. FIRM PRICING FOR VILLAGE ACCEPTANCE: The bid must be firm for the Village acceptance for ninety (90) days from the bid opening date.

11. APPLICABLE LAW AND VENUE: Any agreement resulting from this request for Proposal shall be construed according to the laws of the State of Michigan. The Village and Contractors agree that the venue for any legal action under this agreement shall be the Lapeer County, State of Michigan. In the event that any action is brought under any agreement resulting from the Request for Proposal in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan Eastern District, Southern Division.

12. COMPLIANCE WITH THE LAW: Contractor shall render the services to be provided pursuant to a written agreement in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

13. BONDING REQUIREMENTS: N/A

14. ADDITIONAL INFORMATION REQUESTED: Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State of Local regulatory agency. If so, please provide the following information:

- Date
- Identity of the agency issuing the citation or find
- Description of the violation
- Final rulings of agency

V. SELECTION, AWARD & TIMELINE

1. SELECTION PROCEDURE: Selection may be made of one or more bidders deemed to be fully qualified and best suited among those submitting bids, on the basis of the factors involved in the Request for Proposal. The acceptance may or may not include the lowest bidder. Negotiations may be conducted with the bidders so selected. After negotiations have been conducted with the bidders so selected, the Village shall select and award a contract to the bidder which, in its opinion, has made the best bid most advantageous to the Village. The Village retains the right waive any requirement in this bid proposal. The award to the best qualified bidder is in the Village Council's sole discretion.

2. BASIS FOR AWARD: Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the Request for proposal, if any, and any other information or factors deemed relevant to the Village, shall be utilized in the final award.

It is the intent of the Village to award to a single bidder; however, the Village retains the right to separate and award individual awards, if there is a cost savings.

3. NOTICE OF AWARD: A Notice of Award may be posted on the Village's web site www.almontmichigan.gov. Bidders will also be notified by mail. The Contractor will be required to execute a contract agreeable in form to the Village of

Almont. Nothing in the bid notice shall be construed to create a binding contract until a contract is approved by the Village Council and executed by all parties.

4. TIMELINE CONTRACT APPROVAL. The Village of Almont Council Members must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Contractor is identified. The Village/Contractor will prepare a formal contract specific to this solicitation for execution by the successful Contractor. It is expected the Contractor will commence on or about July 2, 2025. A review of the responses will be forwarded to the Village Council for review at the next regularly scheduled meeting after.

5. PRESENTATIONS: Upon receipt and evaluation of the responses, selected bidders may be required to make in-person presentations to the Village Council and or staff.

VI. SCOPE OF WORK

1. The contract will be for WASTE WATER TREATMENT, OPERATION, MAINTENANCE, AND MANAGEMENT OF THE VILLAGE OF ALMONT WASTE WATER TREATMENT PROGRAM in compliance with the attached specifications:

- The Contractor and its Subcontractors, performing services for the Village of Almont are required and shall comply with all Occupational Safety and Health Administration (OSHA) and (MIOSHA) State and County Safety and Occupational Health Standards and any other applicable rules and Regulations. Also, the Contractor and its Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any Persons or property within and around the work site area under this contract.
- If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Village and appropriate governmental agency as Required by law.

2. PERMITS/LICENCES: It shall be the responsibility of the successful Contractor to secure any necessary permits and licenses.

3. WORKMANSHIP AND INSPECTION: All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable code or law. The Village may, at its sole discretion, require the Contractor to remove any employee from work that the Village deems incompetent or careless. Further, the Village may, from time to time, make inspections of the work performed under this contract. Any inspection by the Village does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

4. EQUIPMENT AND APPEARANCE: The Contractor shall at all times ensure its equipment and drivers are compliant with all licensing requirements and follow the Uniform Traffic Codes, Ordinances, and State Laws for operation of equipment of the Public Roads of this State. Employees and Equipment shall have a clean professional appearance. The Village may request equipment or an employee be removed from performance for violation of this section. The Village shall notify the Contractor of observed defects with reasonable promptness.

5. LABOR: The Contractor shall employ only persons who are skilled in the work to be performed.

6. EXHIBITS: The Contractor shall be required to complete the Signature Sheet attached as Exhibit A and Contract Pricing Schedule attached as Exhibit C.

7. INCORPORATION: These bid documents and this document and the response from the Contractor shall be incorporated by reference as part of the written contract, upon acceptance.

ATTACHMENT "A"
SIGNATURE SHEET

(Please type or print clearly in ink only)

Request for Proposal For the WASTE WATER TREATMENT OPERATION, MAINTENANCE AND MANAGEMENT SERVICES for the Village of Almont Waste Water Treatment Program.

**** TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID ****

My signature certifies that the Bid as submitted complies with all Terms and Conditions as set forth in the Request to Bid, except as noted herein. My signature also certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce. My signature indicates that I have performed all the necessary due diligence and not relying upon any oral representations.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Address:

Remit to Address:

Fed Tax ID No.:

Signature:

Name (type/print):

Title:

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

ATTACHMENT "B"

BID SPECIFICATIONS

SCOPE OF SERVICES

WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE

CONTRACTOR SHALL:

- A.1 Operate and maintain the WWTP in accordance with generally accepted industry principles and practices within the WWTP's design capacity and capabilities so that the treated wastewater will comply with the VILLAGE'S NPDES/MDEQ permit (#0021024). Pursuant to operation, contractor shall provide all personnel (including all associated wages, salaries, and benefits), material (including chemicals, fuel and vehicle expenses), other consumables, utilities and outside services that are necessary to operate the WWTP.
- A.2 Provide qualified personnel who meet the certification requirements of the State of Michigan, as well as material and services necessary to support the operation of the WWTP. Services include, but are not limited to management, laboratory testing, computer control system operation and maintenance, administration, purchasing, reporting, janitorial, security, residuals disposal and buildings and grounds maintenance.
- A.3 Provide the Village of Almont with a monthly report, or upon demand, that summarizes non-routine activities performed by contractor's staff, compliance status of all regulatory requirements, and the discharge monitoring report. Prepare and submit reports required by the Village of Almont or MDEQ's NPDES permit.
- A.4 Serve as the Village of Almont's liaison and representative in matters related to the operation of facilities and systems including regulatory agencies.
- A.5 Provide training for personnel in the areas of operations, maintenance, safety, supervisory skills, energy management, et cetera.
- A.6 Perform and pay for all Preventive Maintenance and Corrective Maintenance up to an annual dollar amount and provide the Village of Almont with a monthly accounting of expenditures for Preventive Maintenance and Corrective Maintenance.
- A.7 Provide and maintain computer-based records of all Maintenance and Corrective Maintenance for the WWTP. The Village of Almont shall retain title to and have the right to inspect and copy these records during normal business hours.
- A.8 Provide additional management, technical, administrative and other professional services to augment system WWTP personnel when required, subject to the provisions of the Agreement related to Additional Work.
- A.9 Cooperate with the Village of Almont in enforcing existing equipment warranties and guarantees and maintaining warranties on any new equipment purchased on behalf of the Village of Almont.
- A.10 Provide 24-hour per day access to the WWTP.

- A.11 Develop and implement a comprehensive energy management plan for the WWTP that identifies all sources of electrical consumption, establishes a strategy to minimize usage during normal operations, and evaluates alternative rate structures available by the current supplier of electricity.
- A.12 Develop and implement a Pollutant Minimization Program.
- A.13 Purchase and maintain an inventory of chemicals, fuels, parts, and supplies.
- A.14 Dispose of sludge, grit, screenings and other wastes in accordance with applicable regulations and requirements.
- A.15 Perform other services to ensure compliance of the system under the NPDES permit and federal and state laws that are incidental to the Scope of Services, as directed by the Village of Almont. Reimbursement, invoicing and payment for those services shall be by written agreement.
- A.16 24-hour emergency response services are required as far as maintaining permit requirements, protecting public safety and the environment.
- A.17 The Village of Almont will be responsible for paying fees, licenses, and permits that have been issued to the Village by the State of Michigan and other regulatory agencies.
- A.18 Contractor will clearly identify the staff that are proposed, and will provide an estimate of the hours required and how the estimate was derived.
- A.19 Contractor to provide annually an update Capital Improvement Plan with a minimum 5-year term.
- A.20 Monthly invoices shall include a detailed narrative and cost breakdown of the Maintenance and Repair Allowance.
- A.21 Contractor will perform all mowing and trimming and snow plowing or provide an alternate which has the Village of Almont doing this work.
- A.22 Contractor shall not install or maintain a garden on site nor provide for any employees a fitness center on site.
- A.23 One year prior to the conclusion of the term of this contract and annually thereafter, contractor shall submit to the Village any increase in cost, if any for the following year. The Village's fiscal year is from July 1st to June 30th, annual cost increases, if any, shall be submitted no later than March 1st of each year.
- A.24 In absence of submitting for an increase the Contractor will be limited to recoup 1 years increase based on the Consumer Price Index for All Urban Consumers (CPI-U). The CPI will be calculated based on 12-month period of the contract depending on what month the contract starts.
- A.25 Biosolids are currently landfilled on an annual basis in the fall of the each year, the cost to perform this work shall be included in the proposal.

LOCATION OF WWTP

The services necessary for the operation, maintenance, and management of the facilities.

1. All equipment and facilities now existing within the current property boundaries of or being used to operate the Village of Almont's Wastewater Treatment Plant located at:

401 Spring Street

2. All equipment and facilities now existing within the current property boundaries of or being used to operate the Village of Almont's sewage pumping stations located at:

**448 Jonathon Drive
4588 Howland Drive
544 E. St. Clair Street
5087 June Drive**

ATTACHMENT "C"

SERVICE, PRICING SCHEDULE AND CONTRACTOR BID

IN THIS SECTION, PLEASE EXPLAIN YOUR BID FULLY. INCLUDE ALL CONTACT INFORMATION, SCOPE OF SERVICES,

Scope of Services	First Year Price	Second Year	Third Year	Fourth Year	Fifth Year
Personnel Expenses (labor, benefits, uniforms, training, etc.)					
Utilities (electricity, natural gas, internet)					
Solids Transportation and Disposal (sludge, grit, rags, trash)					
Maintenance and Repair Allowance (do not change)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Lab supplies, outside lab work, non-repair supplies, miscellaneous expenses					
Overhead, taxes, insurance, profit, etc.					
Total					

I hereby certify that I am authorized to sign as a Representative for the Firm and the above is a true statement of the firm bid:

By: _____

Its: _____

Signature: _____

Date: _____

Complete Legal Name of Firm: _____

Mailing Address: _____

Remit to Address: _____

Fed Tax ID No.: _____

Telephone: (____) _____

Fax No.: (____) _____

Emergency Contact: (____) _____