

REQUEST FOR PROPOSAL

Bay County Land Bank Authority (BCLBA)

BCLBA RFP 2025-04

YMCA Abatement

REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER OR OFFER

DATE OF REQUEST May 12, 2025

REFERENCE PROPOSAL NUMBER RFP 2025-04

MANDATORY PRE-BID MEETING MAY 22,2025

2:30 PM

LOCATION 501 COLUMBUS AVE BAY CITY,

MI 48708

DEADLINE FOR VENDOR QUESTIONSMAY 30, 2025

5:00 PM

RESPONSES DUE FROM LAND BANKJUNE 6, 2025

5:00 PM

PROPOSED DATE/TIME REQUIRED JUNE 13, 2025

11:00 AM

PROPOSAL SUBMITTALBAY COUNTY TREASURER'S

OFFICE.

ATTN: WESTON PRINCE BAY COUNTY BUILDING 515 CENTER AVENUE

SUITE 602

BAY CITY, MI 48708-5128

MARK PROPOSAL "BAY COUNTY LAND BANK

AUTHORITY YMCA

ABATEMENT – DELIVER TO THE TREASURER'S OFFICE"

INTRODUCTION/ BACKGROUND AND PROJECT OVERVIEW:

The Bay County Land Bank Authority (BCLBA or Land Bank) will receive bids until 11:00 AM on JUNE 12, 2025, at Bay County Treasurer's Office 515 Center Ave Ste. 601 Bay City, MI 48708; for a multiple site abatement, project in Bay City, Michigan, the following are the abatement project site addresses:

- 1. 501 Columbus Ave Bay City, MI 48708 Parcel 160-028-251-003-00 (Includes the former YMCA and Single-Family House)
- 2. 108 Adams St Bay City, MI 48708 Parcel 160-028-178-001-00 (Includes all structures)

Copies of the bid documents may be obtained at the Bay County Treasurer office, 515 Center Ave. Suite 601 or on the County's website, www.baycountymi.gov/Purchasing.

Bid proposals should be placed inside a 9"x12" envelope, addressed to Bay County Land Bank Authority, 515 Center Ave., Suite 601 Bay City, MI 48708 with the title "YMCA Abatement Bid" and the address of the sites on the outside of the envelope. The bidder's name, address and phone number must be clearly marked on the outside of the envelope. No bid will be withdrawn within 60 days after the bid opening. The BCLBA reserves the right to reject any or all bids, or to waive any informalities or irregularities in the bidding.

The purpose of this bid is for the abatement of asbestos and other hazardous materials only.

All work must be completed within 30 days of the issuance of the Notice to Proceed (any exception must be approved by the Bay County Land Bank Authority and the Contractor).

Bidder should be aware that the Bay City Housing Commission has tested for the presence of asbestos for the property and the complete Asbestos NESHAP Reports are included as attachment A. Quantities of identified asbestos containing or other hazardous materials reported in this document are provided for reference only and should not be relied upon for bidding purposes. The BCLBA strongly cautions against utilizing the reported material quantities without field verification. It is expected that contractors will utilize their own quantities when preparing bid pricing. A separate demolition contractor will be responsible for the proper remediation and disposal of asbestos or any other described hazards. See attached property information sheets for asbestos amounts and locations.

This abatement project is funded through a blight elimination grant from the State Land Bank Authority and a State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Brownfield Grant ("Grant") and must follow federal guidelines 200 C.F.R. Under the terms of the Grant, the contractor is responsible for providing the following reports, in writing, to the Land Bank prior to payment:

Prior to execution of contract:

- Asbestos abatement contractor's license(s) if any of the licenses expire during the work period, a new updated license is required to be provided within 48 hours of receipt of the renewed license.
- List of all subcontractors working on site

Prior to notice to proceed:

• NESHAP 10-day notice-Abatement – must be provided prior to issuance of notice to proceed.

Submit with Payment Request

- Lien Waiver from all contractors and subcontractors
- Signed asbestos abatement waste manifests
- Signed abatement waste/recycling manifests

SPECIFICATIONS/SCOPE OF WORK:

- 1. The contractor shall carry out the abatement and clearance activities ensuring that all approvals and permits are in place prior to the start of work.
- **2.** The contractor will be responsible for coordinating work schedules with the Land Bank's contracted Environmental Professional to allow for work oversight and conduction of air and visual clearances.
- 3. Conduct asbestos remediation and disposal of all hazardous materials on all listed properties. The contractor must comply with all requirements related to asbestos, and other hazardous materials including proper disposal of any hazardous materials. A pre-demolition asbestos/hazardous materials survey for each property is attached to this document.
- **4.** Follow pre-demolition requirement for the abatement of asbestos and other hazardous materials in compliance with NESHAP standards. All activities must comply with all codes, standards,

- regulations, and workers' safety rules that are administered by federal agencies, (EPA, OSHA, and DOT), state agencies, (MIOSHA, EGLE), and any other local requirements
- 5. A waste log shall be maintained by the Contractor and shall contain the origin of material (address and date) and receiving facility for each load and weight of each load. The contractor is to determine recycling or disposal methods to ensure that waste materials are recycled or disposed of properly. All waste materials are to be transported directly to a licensed Type I or Type II Landfill. All waste receipts shall be submitted prior to payment.
- **6.** The worksite and equipment used are to be maintained to ensure the safety of workers and cause no harm to adjacent residents. Further details and requirements can be found on the website for Michigan Department of Labor and Energy Construction Safety Standards Commission

REQUIREMENT OF PROPOSERS:

- 1. Respondents shall place on file with the BCLBA a statement indicating those individuals authorized to sign Bids on behalf of the Corporation, Partnership and/or Individual. (See attached form.) Said notarized statement may be placed on file prior to the submission of any Bids and updated as the status of the authorized individuals change or may be submitted with each Bid. (ATTACHMENT A)
- 2. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder or Lank Bank board member or entered into any type of agreement of any nature to fix, maintain, increase, or reduce prices or competition regarding the items covered by this Invitation to Bid. (ATTACHMENT B).
- 3. All bidders must complete the attached Certificate of Compliance with Public Act 517 of 2012, by which the bidder certifies that neither it nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, the bidder will not become an "Iran Linked Business" during the course of performing the work under the Contract. (ATTACHMENT C)
- 4. Pricing will only be accepted on the attached Bid Summary form. (ATTACHMENT D)

SUBMITTAL REQUIREMENTS:

- 1. Responses must use Times New Roman font 12 pt.
- 2. Responses must be spaced 1.15".
- 3. Responses must be typed, no handwritten replies.
- 4. Additional information must be limited to no more than 1 page per section.

CONTENTS OF PROPOSAL SUBMISSION PACKET:

Attachment A – Cover Sheet

- 1. Bidder Check List.
- 2. Attachment C Certificate of Compliance with Public Act 517 of 2012
- 3. Attachment D Pricing/Cost (one envelope placed with the submission labeled "Original")
- 4. Summary of the prior 3 years of experience with similar projects.
- 5. List of the assigned personnel that will make up the project team.
- 6. Insurance

SELCTION CRITERA

The selection of a qualified Respondent will be based on Bay County Land Bank's review on content and quality of submittals in addressing the requirements. Each submission will be evaluated based upon a three-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and the successful Respondent will be notified whether they have been selected.

- 1. Step I Initial Evaluation for Compliance Submission Content the Land Bank board will screen the submissions for technical compliance to include, but not be limited to:
 - a. timely submission of the submission package
 - b. submission is signed physically or electronically
 - c. submission satisfies the form and content requirements of this RFP
 - d. Attended walk through on May 22nd at 2:30pm.
- 2. Step II Criteria for Satisfactory Submissions
 - a. Only submissions satisfying Step I will be considered by the Land Bank board. Only those submissions that satisfy the submission content requirements described in this RFP, as determined in the sole discretion of the board, will be considered for evaluation in Step II. The board reserves the right to request additional information from any Respondent.

 b. Competence, Experience, and Capacity – The Respondent should indicate its ability to meet the requirements of talent and expertise in the subject categories identified in this RFP.

| | Description | Possible Points |
|---|-------------------------------------|-----------------|
| 1 | Respondent Information/Completeness | 10 |
| 2 | Prior Experience | 20 |
| 3 | Personnel | 10 |
| 4 | Pricing | 40 |
| 5 | References | 20 |
| | Total Points | 100 |

1. Step III – Selection

a. The Land Bank will consider value, quality, experience, and the ability to meet the objectives of the project in awarding the contract. The recommendation will be made for the responsive and responsible qualified Respondent who offers the best value to the Land Bank.

GENERAL INFORMATION:

- 1. CHANGES TO RFP: All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Bay County Land Bank Chairperson, Weston Prince, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
- CONTACT INFORMATION: To receive future communications related to this RFP, possible
 firms are asked to immediately send contact information by email to -Nicole Putt, Bay County
 Purchasing, at purchasing@baycountymi.gov; failure to do so may limit your ability to submit a
 complete, competitive proposal.
- 3. RIGHT TO WITHDRAW BIDS: By submitting a Proposal in response to this RFP, Firm agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Firm

without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the Land Bank in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The Land Bank and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the Land Banky by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and the Land Bank's exclusive remedy for Late Withdrawal of Firm's Proposal.

4. BONDING REQUIREMENTS:

- a. A bid-bond will be required equaling 5% of the total project cost.
- b. A performance and payment bond of 100% of the total project cost will be required by the successful bidder. The performance and payment bond shall name the Bay County Land Bank Authority as the oblige.

5. PREVAILING WAGE/DAVIS- BACON REQUIREMENTS:

- a. Bay County Ordinance 1.002 provides in part that every contract which amounts to \$15,000 or more for a county construction project will, with limited exceptions, requires Michigan prevailing wage. Accordingly, the Michigan Prevailing Wage is a requirement for this project. Bay County will require a certified payroll to be sent prior to releasing any payment request.
- b. The Davis-Bacon Act will be enforced if the project amounts to \$2,000 or more and is funded by monies provided by the State or Federal Government. BCLBA will require a certified payroll to be sent prior to releasing any payment request.
- 6. RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the BCLBA or even notification of Proposal acceptance by the BCLBA as an obligation or commitment by the BCLBA to enter into a contractual agreement. Rather, the parties understand that the BCLBA will have no binding obligation until it signs the Contract approved by its legal counsel.

- 7. TAX-EXEMPT STATUS: The BCLBA is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
- 8. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, the BCLBA is subject to the Michigan Freedom of Information Act (FOIA). The information contained in the proposals may be subject to FOIA requests.
- 9. INSURANCE: The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFP and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the Land Bank of the entire completed work and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the Land Bank, shall be provided to the County's

Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the Land Bank.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
- 2. "It is understood and agreed that the following are listed as additional insureds: The Bay County Land Bank Authority, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
- 10. NON-DISCRIMINATION: In the performance of the competitive sealed bid and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, national origin, gender identity and sexual orientation in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
- 11. COST OF DEVELOPING PROPOSAL: The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
- 12. QUESTIONS: All questions about this RFP must be received by **May 30, 2025,** 5:00 p.m. must be in writing, sent via email, to:

Nicole Putt

Purchasing Agent

purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however BCLBA reserves the right to not answer any questions received after May 30, 2025, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **June 6, 2025**, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those individuals designated above for appropriate review and response.

In addition, the person listed above will issue all valid responses and changes to this RFP. Contact with other County staff, BCLBA members or a County Board of Commissioner could be reason for disqualification.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those individuals designated above for appropriate review and response.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their proposals.

Any information given to a prospective firm concerning the Request for Proposal will be furnished to all prospective firms as an amendment or addendum to the Request for Proposal if such information would be of significance to uninformed firms.

The BCLBA shall make the sole determination as to the significance to uninformed firms.

13. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by Bay County Treasurer's Office in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Treasurer's shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Treasurer's, Bay County Building, 6th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

14. PROPOSAL DELIVERY: Proposals must be returned no later than **June 12, 2025, 11:00A.M.** in a sealed envelope clearly marked "BAY COUNTY LAND BANK AUTHORITY-YMCA **ABATEMENT**" Please provide three (3) printed copies of the submission and one cost envelopment (include with the submission labeled "Original"). The submissions may be hand delivered or sent by mail to Bay County Treasurer's Office, Bay County Building, 6th Floor, Bay City, Michigan 48708.

The Land Bank will not accept proposals sent by FAX machine or E-mail.

- 15. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive bid responses in the Bay County Treasurer's Office conference room located in the Bay County Building, Suite 601, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
- 16. PROPOSAL REJECTION/ACCEPTANCE: The BCLBA reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
- 17. PROPOSAL AWARD: In the event the bid is awarded directly by the Bay County Land Bank Authority, a Notice of Intent to Award will be used to notify all firms of their intent to award the proposal to the Firm providing the best value to the BCLBA.
- 18. CONTRACT: The BCLBA's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the BCLBA. In submitting a proposal, the firm acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the

formal agreement within 14 days of its presentment by the BCLBA, the BCLBA may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Proposal, however, neither the BCLBA's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the BCLBA of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Firm's Proposal.

19. DISPUTES: In the event a firm disagrees with the recommendation of the BCLBA concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson

Corporation Counsel

Bay County Building

515 Center Ave. 4th Floor

Bay City, MI 48708-5128

(989) 895-4098

(989) 895-4049 TDD

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

SEE ATTACHED REQUIRED DOCUMENTATION

Bid Response Cover Sheet

Bid #: 2025-04

Bay County Land Bank Authority

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

| ГО: | Bay County Treasurer's Office |
|-------------|--|
| | 515 Center Ave, 6 th Floor. |
| | Bay City, MI 48708 |
| FROI | M: |
| Comp | pany Name |
| | [] an individual, |
| | [] a corporation |
| Plea | se mark appropriate box), |
| Duly | organized under the laws of the state of: |
| The u | indersigned, having carefully read and considered the Request for Proposal (RFP) for Bay County |
| | Bank Authority in the manner described and subject to the terms and conditions set forth in the |
| | ned Submission, including, by reference here, the BCLBA's RFP document. Submissions must be |
| signe | d by an official authorized to bind the provider to its provisions for at least a period of 90 days. |
| BY: | |
| D 1. | (Signature of authorized representative) |
| | |
| | (Please Print Name and Title) |

PRINCIPAL OFFICE ADDRESS:

| Street Address: | |
|-----------------|-----------|
| City: | County: |
| State | Zip Code: |
| Telephone: | Fax: |
| Email: | |
| TIN #: | UEI #: |

Submitter Check List

RFP #: 2025-04

Bay County Land Bank Authority

| | Yes | No |
|---|-----|----|
| 1. I have read ALL the instructions and Specifications | | |
| 2. I have read and acknowledge the information contained | | |
| in the "General Information" section of the RFP | | |
| 3. I have Filled in ALL the required documentation | | |
| 4. I have provided all required information per the Guidelines | | |
| Specified within the RFP document | | |
| 5. I am an officer of the company | | |
| 6. I have the authority to obligate my company | | |
| 7. I am returning the signed ORIGINAL and specified number | | |
| of copies required per the RFP Document. | | |
| 8. I have organized and labeled the external envelope | | |
| 9. I have retained a copy of the submission | | |
| 10. I have properly labeled the external envelope | | |
| 11. If successful, the "insurance requirement certificate" from | | |
| an insurance company licensed to do business in the | | |
| State of Michigan will be provided within ten working days | | |
| after notification of award | | |
| 12. I have provided the necessary information for the person | | |
| responsible for the follow-up | | |
| Signature: | | |
| Print Name: | | |
| Title: | | |
| Company Name: | | |
| Address: | | |
| | | |
| Phone Number: Fax Number: | | |
| Email Address: | | |
| Date: | | |
| | | |

RFP #: 2025-04

Bay County Land Bank Authority

If you are not submitting qualifications for this RFP, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycountymi.gov

| | Unable to submit qualifications at this tir | ne but would like to receive future bid requests. |
|------------|---|---|
| | Service(s) or material(s) not provided by | our firm. |
| | Service(s) or material(s) we offer do not | fully meet all the requirements specified. |
| | We cannot meet the timetable required. | |
| | Insufficient time allowed for preparation | and submission of bid. |
| | Specifications not clearly understood or a | applicable as follows: (ex. too vague, too rigid, etc.) |
| | Other: | |
| | | |
| Please ren | nove our name from your bidders list for | This commodity group |
| | | These item(s) or material(s) |
| | | All bids |

| Signature: | |
|------------------|-------|
| Print Name: | |
| Title: | |
| Company Name: | |
| Company Address: | |
| Email: | |
| Phone: | Date: |

CERTIFICATION

BID 2025-04

Bay County Land Bank Authority

The individual signing below certifies:

- 1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
- 2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
- 3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
- 4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
- 5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

| Signature: | | |
|---------------|------|------|
| Print Name: | | |
| Title: | | |
| Company Name: | | |

| Company Address: | |
|------------------|------|
| | |
| Phone: | Fax: |
| | |
| Email: | |
| | |
| Date: | |

Certificate of Compliance with Public Act 517 of 2012

Bid #: 2025-04

Bay County Land Bank Authority

| I certify that neither | (Company), nor any of its |
|---|--|
| successors, parent companies, subsidiaries, or co | ompanies under common control, are an "Iran Linked |
| Business" engaged in investment activities of \$2 | 20,000,000.00 or more with the energy sector of Iran, |
| within the meaning of Michigan Public Act 517 | of 2012. In the event it is awarded a Contract as a result |
| of this Invitation for Bids, Company will not be | come an "Iran Linked Business" during the course of |
| performing the work under the Contract. | |
| NOTE: IF A PERSON OR ENTITY FALSELY | CERTIFIES THAT IT IS NOT AN IRAN LINKED |
| BUSINESS AS DEFINED BY PUBLIC ACT 5 | 17 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL |
| PENALTIES OF NOT MORE THAN \$250,000 | 0.00 OR TWO TIMES THE AMOUNT OF THE |
| CONTRACT FOR WHICH THE FALSE CERT | ΓΙΓΙCATION WAS MADE, WHICHEVER IS |
| GREATER, PLUS COSTS AND REASONABI | LE ATTORNEY FEES INCURRED, AS MORE |
| FULLY SET FORTH IN SECTION 5 OF ACT | NO. 517, PUBLIC ACTS OF 2012. |
| | |
| | |
| | (Name of Company) |
| By: | |
| | |
| Date: | Title: |
| | |
| | |
| Subscribed to and sworn before me, | |
| a Notary Public, on this day of | |
| | |
| , Notary Public | |
| County, State of Michigan | |
| Acting in County, Michigan | |
| My Commission Expires: | |

Project Pricing

Bid #: 2025-04

Bay County Land Bank Authority

BID/TENDER FORM

Bidder will complete the Work in accordance with the Contract Document(s) for the following price(s):

| Item No. | Description | Units | Estimated Quantity | Unit Price | Proposal Price |
|-------------|--|-------|-----------------------|---------------|----------------|
| 1. | Work Plan, HASP, Site Service, Permits, General Conditions, Silt Fence/Soil Erosion Control, Site Security Whereas Applicable (i.e.Temporary Fencing), Mobilization & Demobilization | LS | 1 | Lump Sum | \$ |
| 2. | Environmental Abatement & Disposal of Asbestos and Hazardous Materials | LS | 1 | Lump Sum | \$ |
| | | Tota | al (Standard B | id Items 1-2) | \$ |

Notes: LS – Lump Sum

Abatement and/or Demolition Air Monitoring is required to be provided by CONTRACTOR whereas applicable and/or necessary per State and Federal Regulations.

CONTRACTOR should note that quantities and units identified within Appendix A Pre-Demolition Survey are estimates and the CONTRACTOR(S) <u>are required to verify material</u> <u>quantities</u>, and <u>review documentation</u>.

The CONTRACTOR is required to visit the site and verify site conditions and quantities.

OWNER may omit any and all work items from the contract. Items may be omitted based on available project funding and based on needs of future development.

GENERAL

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by OWNER.

The bidder agrees that the OWNER may accept or reject any or all the bids.

Bidder understands that the OWNER reserves right to accept or reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

In the interest of the schedule, bidder shall submit MDEQ/MDLARA 10-day Notice of Intent to Renovate or Demolish with their bid submissions and furnish the notice to the OWNER and/or ENVIRONMENTAL PROFESSIONAL.

Bidder must have Commercial General Liability with limits not less than: Premises/Operations \$1,000,000 per occurrence with \$2,000,000 aggregate; Workers Compensation Statutory limits of Michigan; Employers Liability with limits \$100,000 accident/disease, \$500,000 policy limit, disease; Automobile Liability with limits not less than \$1,000,000 combined single limit each accident – owned, hired, non-owned; Pollution Liability insurance with limits no less than \$1,000,000 per loss/\$1,000,000 aggregate; and, Professional Liability with limits not less than \$1,000,000 including errors & omissions, \$200,000 per occurrence.

Upon notice of acceptance of this Bid/Tender, Bidder will execute Contract Agreement and deliver properly executed insurance certificates to OWNER within three (3) working days.

Whereas applicable, bidder must provide a surety bond equal to ten percent (10%) of the total contract amount represented by the Notice to Proceed. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.

Bidder must have five (5) years of proven experience providing professional licensed demolition services.

Bidder must have Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification and any other State License and /or Certification that is deemed necessary to complete the Scope of Work as described.

| Contractor Name: | |
|------------------|--|
|------------------|--|

UNIT PRICE SCHEDULE FOR NON-SCOPE WORK ADD/DEDUCT

Bidders must also provide a unit rate price for:

| ASBESTOS ABATEMENT UNIT COST SCHEDULE | | | | | |
|---------------------------------------|--|----------------|------------|--|--|
| Item | (To be used only for previously unidentified materials, verified by the ENV. PROFESSIONAL) | | | | |
| No. | Description | Unit | Unit Price | | |
| 1 | Sprayed-on Fireproofing | Square Foot | | | |
| 2 | Hard Wall/Ceiling Plaster | Square | | | |
| 2 | (all layers, metal or wood lathe) | Foot | | | |
| 2 | Soft/Decorative Plaster | Square | | | |
| 3 | (all layers, including substrate if necessary) | Foot | | | |
| 4 | Popcorn or Sprayed-on Ceiling or Wall Texture | Square | | | |
| | (all layers, including substrate if necessary) | Foot | | | |
| 5 | Drywall/Mud Compound | Square Foot | | | |
| 6 | Thermal System Insulation (TSI) Straight Pipe < | Linear | | | |
| | 6-inch diameter | Foot | | | |
| 7 | TSI Straight Pipe > 6 to 12-inch diameter | Linear Foot | | | |
| 8 | TSI Straight Pipe > 12-inch diameter | Linear | | | |
| | - | Foot | | | |
| 9 | TSI Mud Fitting < 6-inch diameter | Each | | | |
| 10 | TSI Mud Fitting > 6 to 12-inch diameter | Each | | | |
| 11 | TSI Mud Fitting > 12-inch diameter | Each | | | |
| 12 | Duct Insulation (cloth or paper) | Square | | | |
| | Duct Insulation | Foot Square | | | |
| 13 | | Foot | | | |
| | (fiberglass with ACM seam mud) | | | | |
| 14 | Undercoated Sink | Each | | | |
| 15 | Fire Door | Each | | | |
| 16 | Floor Tile Only (any size) | Square Foot | | | |
| 17 | Floor Tile and Mastic (any size, any mastic type) | Square Foot | | | |
| 18 | Linoleum/Resilient Sheeting | Square Foot | | | |

ASBESTOS ABATEMENT UNIT COST SCHEDULE (To be used only for previously unidentified materials, verified by the ENV. PROFESSIONAL) **Item** Unit **Unit Price** Description No. Square Linoleum/Resilient Sheeting and Mastic (any 19 Foot type) Window with associated caulk and/or glazing 20 Each (any size including frame) Furnace, boiler, or tank insulation (mud and Square 21 jacket) Foot Square 22 Transite (Panels, Siding or Board) Foot Glue, behind paneling, drywall, etc., on wood Square or concrete. Abatement or complete removal 23 Foot with substrate. 24 **Electrical Panel** Each Square 25 Glued-on ceiling tiles (any size) and glue pods Foot Square 26 Construction Adhesives/other glue pods Foot Square 27 Cove Base Foot Cubic Yard 28 Vermiculite Insulation Miscellaneous Asbestos Debris (any type, **Cubic Foot** 29 total quantity) Square 30 Roofing/Flashing/Tar (any type) Foot 31 Light Fixture Heat Shields Each **Linear Foot** 32 Foundation, wall, or block caulk Square 33 Foundation Tar, Complete removal and Foot disposal Linear Foot 34 Transite / asbestos utility piping (any size)

| Hazardo | us Material Unit Rate Schedule | | |
|-------------|-----------------------------------|------|------------|
| Item No. | Description | Unit | Unit Price |
| 35 | PCB or other ballasts | Each | |
| 36 | Fluorescent light tubes, > 4 feet | Each | |

| Hazardo | us Material Unit Rate Schedule | | |
|-------------|---|--------|------------|
| Item No. | Description | Unit | Unit Price |
| 37 | Fluorescent light tubes, 4 feet or less | Each | |
| 38 | Mercury thermostats or switches | Each | |
| 39 | Misc. household chemical containers | Each | |
| 40 | CFC (refrigerator, freezer, any size) | Each | |
| 41 | CFC A/C unit (window or whole house) | Each | |
| 42 | Oil filled equipment | Each | |
| 43 | Gas cylinders (any size and type including, but not limited to: propane, oxygen, acetylene, etc.) | Each | |
| 44 | High pressure light fixtures (sodium, mercury vapor, etc.) | Each | |
| 45 | Heating oil or other bulk oil | Gallon | |
| 46 | Miscellaneous Aerosol Containers | Each | |
| 47 | Car/vehicle battery | Each | |
| 48 | Bicycle tires | Each | |
| 49 | Automobile or truck tires | Each | |
| 50 | Television, microwave, computer monitor | Each | |
| 51 | Smoke detector | Each | |
| 52 | Paint cans (latex, oil, etc. any size) | Each | |
| 53 | Gas Cans (10-gallons or less) | Each | |
| 54 | Lawn mowers/snow blowers (or other small engine item) | Each | |
| 55 | Empty 55-gallon drums | Each | |
| 56 | 55-gallon drum with non-hazardous liquid | Each | |
| 57 | Ethylene glycol (one gallon) | Each | |
| 58 | Fire extinguishers | Each | |

| Hazardous Material Unit Rate Schedule | | | | |
|---------------------------------------|--|---------------------|------------|--|
| Item No. | Description | Unit | Unit Price | |
| 59 | Unknown waste material characterization (TCLP) | Per Waste Stream | | |
| 60 | Unknown waste disposal | Per drum | | |

| | der is aware of additional Unit Pr iption and pricing of items in folk | | Bidder may provide a |
|-----------|---|------------------------------|----------------------------------|
| Addition | al Material Unit Rate Schedule | | |
| | | | |
| Item No. | Description | Unit | Unit Price |
| | | | |
| | | | |
| | | | |
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| | | | |
| **:C | ded please include additional p | | |
| THEE | ded please include additional pl | leces of paper. | |
| I/We pro | ppose to furnish all supervision, | , labor, materials, tools, e | equipment, and services required |
| to compl | ete the work in accordance wit | h the specifications and | conditions contained herein, |
| including | g attachments thereto, in consid | leration of the "Contract | Amount" which shall consist of |
| the Bid s | stated below accepted by the Bo | CLBA under his/her/thei | r acceptance below and agree |
| that this | document and all attachments | will constitute a contract | upon acceptance by the BCBLA. |
| | | | |
| Authoriz | zed Signature of Respondent: | | |
| Name: | | | |
| | | | |
| | | | |