

## REQUEST FOR PROPOSAL

Bay County Land Bank Authority (BCLBA) 213 Pine Street Demolition BCLBA RFP 2025-08

## **REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER OR OFFER**

DATE OF REQUEST	May 21, 2025
REFERENCE PROPOSAL NUMBER	RFP 2025-08
MANDATORY PRE-BID MEETING	June 2, 2025 10:00 AM
DEADLINE FOR VENDOR QUESTIONS	June 6, 2025 5:00 PM
<b>RESPONSES DUE FROM LAND BANK</b>	June 8, 2025 5:00 PM
PROPOSED DATE/TIME REQUIRED	June 16, 2025 3:00 PM
PROPOSAL SUBMITTAL	BAY 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 213 PINE ST DEMOLITION BID – DELIVER TO THE TREASURER'S OFFICE

\*\*REST OF THIS PAGE IS BLANK\*\*

#### INTRODUCTION/ BACKGROUND AND PROJECT OVERVIEW:

The Bay County Land Bank Authority (BCLBA and Land Bank) will receive bids until 3:00 PM on June 16, 2025, at Bay County Treasurer's Office 515 Center Ave Ste. 601 Bay City, MI 48708; for the abatement, demolition and site clearance project for the following property: **213 Pine St Parcel #170-024-200-010-12** 

The project consists of demolishing all structures on site, disposal to a licensed landfill, and filling excavations in accordance with contract documents and federal, state and local ordinances and statutes.

Copies of the bid documents may be obtained at the Bay County Treasurer Office, 515 Center Ave. Suite 602, or on the County's website, <u>www.baycountymi.gov/Purchasing</u> Please refer to the County's website to view the advertisement and any additional requirements/information that may not be included in the advertisement.

This is to include removal of any shrubbery/bushes/fencing/asbestos on the property as requested by the Land Bank and/or Essexville-Hampton Public Schools. All forms within the bid document of the Land Bank Demolition Proposal/Contract must be submitted.

Bid proposals should be placed inside a 9"x12" envelope, addressed to Bay County Land Bank Authority, 515 Center Ave. Bay City, MI 48708 with the title "213 Pine St Demolition Bid", The bidder's name, address and phone number must be clearly marked on the outside of the envelope.

The Land Bank reserves the right to reject any or all bids, or to waive any informalities or irregularities in the bidding.

Note: The Land Bank has tested for the presence of asbestos for the property and the complete Asbestos NESHAP Report is 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 Land Bank strongly cautions against utilizing the reported material quantities without field verification. It is expected that contractors will utilize its own quantities when preparing bid pricing. The 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.

## AKT Peerless will be responsible for all post abatement clearances (visual and air). No other 3rd party post abatement clearance will be accepted by the Land Bank.

All work must be completed within 30 days of the issuance of the Notice to Proceed (any exceptions must be approved by the Bay County Land Bank Authority and the Contractor). The demolition of the property is funded through a blight elimination grant from the State Land Bank Authority ("Grant") and therefore, the contractor must follow federal guidelines 200 C.F.R. Under the terms of the Grant, the contractor is responsible for providing the following documents to the County:

#### Prior to execution of contract:

- Demolition 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.
- 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-Demolition
- Demolition Permit
- Gas, Electrical, and Water clearances

#### Submit with Payment Request

- Lien Waiver from all contractors and subcontractors
- Signed demolition waste manifests
- Signed demolition waste/recycling manifests
- Signed asbestos abatement waste manifests
- Signed abatement waste/recycling manifests
- Approved/Closed Demolition Permit
- Open Hole Photographs

#### SPECIFICATIONS/SCOPE OF WORK:

- 1. Demolition and disposal of all materials (the entire structures and outbuildings) from the site, including and not limited to and foundation systems including crawlspace walls, footings, piers, and/or basement floors, concrete slabs, decks and ramps, and retaining walls. Additionally, demolition shall include removal of building contents and debris and items on the building grounds including but not limited to removal of parking lots, fencing, shrubbery, bushes, and trees necessary to complete the demolition
- 2. 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), city ordinances, and any other local agencies.

- **3.** A waste log must 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 recycle 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, according to the waste type. All waste receipts should be filled out completely, be signed, and shall be submitted prior to payment.
- **4.** Upon removal of any below grade materials all excavations and cavities in the earth must be filled with Class III fill dirt, free of rocks greater than 3" in diameter.

a. Compaction shall be obtained by placing backfill or fill material in layers not more than 12 inches in loose depth; Contractor shall achieve compaction by reasonable means as determined by the contractor.

b. Grading lots shall be done by uniformly grading areas to a smooth surface, and the lot shall not be uneven. Smooth transitions shall be made between existing adjacent grades, and new grades, and Contractor shall avoid directing water onto adjacent properties. The new grade shall match adjacent property lines with topsoil and seeding.

- **5.** All utilities must be terminated and/or plugged, in accordance with the applicable rules, codes, and standard practices of the respective utility. The Contractor will terminate the sanitary sewer service, subject to the inspection and approval of the City of Bay City. Permits or fees, if any, for utility termination shall be paid by the Contractor.
- 6. It is expected that water will be used to control dust emissions throughout the demolition process to prevent dust particles from permeating the air in and around the demolition sight. The contractor shall be responsible for providing their own water supply.

1) The demolition contractor will need to cut and cap the water/ sewer, the Water/Sewer Maintenance Department will need to gain entry prior to the demolition to remove any water meters.

2) The Contractor will need to have the gas and electric cut/capped & disconnected.3) The demolition contractor will need to work with any adjacent property owners that may be too close or have or have items that are too close to the demolition site.

4) The Contractor shall be responsible for applying for and achieving closure of all needed permits.

5) The debris from the project shall be disposed of following Local, State and Federal Laws.

6) The Land Bank is asking that the bids include reseeding or hydroseeding.

#### **REQUIREMENT OF PROPOSERS:**

1. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder, Land Bank member or County employee 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 A).

- Respondents shall place on file with the BCLBA a notarized 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 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)

#### All forms within this proposal must be submitted with the bid.

#### 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:** \*Beside the items below this is where you list

what they must submit\*

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

#### 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 June 2, 2025
- 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.
  - c. During the board's review, Respondent may be required to make an oral presentation of its proposal. The presentation provides an opportunity for the Respondent to clarify the proposal. The board will schedule any presentations, if requested by the board.

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

- 3. Step III Selection for Specific Projects
  - 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:**

 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 <u>purchasing@baycountymi.gov</u>; 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 County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County 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 County'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 Land Bank 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 Federal Government. Bay County 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). 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 County, 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 coverage 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 Land Bank, 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 **June,6**, **2025**, 5:00 p.m. must be in writing, sent via email, to:

Nicole Putt purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however BCLBA reserves the right to not answer any questions received after the **June 6**, **2025**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **June**,**8**, **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, 6<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered nonresponsive 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,16, 2025 @3:00 P.M. in a sealed envelope clearly marked "BAY COUNTY LAND BANK AUTHORITY-213 PINE ST DEMOLITION" 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, 6<sup>th</sup> 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 602, 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 Nicole Putt, Bay County Purchasing Division, 7<sup>th</sup> 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**

Attachment A

#### **Bid Response Cover Sheet**

Bid #: 2025-08

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

TO: Bay County Treasurer's Office515 Center Ave, 6<sup>th</sup> Floor.Bay City, MI 48708

FROM:

Company Name

[] an individual,

[] a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of:

The undersigned, having carefully read and considered the Request for Proposal (RFP) for Bay County Land Bank Authority in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the BCLBA's RFP document. Submissions must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY:

(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 #: 2025-08

## Bay County Land Bank Authority

		Yes	No
1.	I have read ALL the instructions and Specifications		
	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.		
	I have organized and labeled the external envelope		
	I have retained a copy of the submission		
	. 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		
10	after notification of award		
12	. I have provided the necessary information for the person		
	responsible for the follow-up		
Signat	ure:		
Print N	Name:		
1 11110 1			
Title:			
Comp	any Name:		
Addre	SS:		
1 10010			
Phone	Number:    Fax Number:		
Email	Address:		

Date: \_\_\_\_\_

#### NON-SUBMITTER FEEDBACK FORM RFP #: 2024-08

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 time 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 applicable as follows: (ex. too vague, too rigid, etc.)

Other:

Please remove 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:

#### ATTACHMENT B

#### **CERTIFICATION** BID 2025-08 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:		
Title:		
Company Name:		
Company Address:		
Phone:	Fax:	
Email:		
Date:		

#### ATTACHMENT C

#### Certificate of Compliance with Public Act 517 of 2012

Bid #: 2025-08 BCLBA Bay County Land Bank Authority

I certify that neither \_\_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are 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 Invitation for Bids, Company will not become 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 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE 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: \_\_\_\_\_

#### ATTACHMENT D

#### **Project Pricing**

#### Bid #: 2025-08 BCLBA Bay County Land Bank Authority

	Structure Demolition Components			
ITEM	DESCRIPTION	COST	UNIT	
1	Work Plan, HASP, Site Service, Permits, General Conditions, Silt Fence/Soil Erosion Control, Site Security (whereas applicable, i.e. temporary fencing), Mobilization & Demobilization		Lump Sum	
2	Demolition and Removal of Structure(s) and Associated Foundation(s), and Applicable Site Features. Cut and Cap Utilities per Local, State, and Federal Regulations (whereas applicable); Water, Sanitary Sewer, Storm Sewer, etc.) Includes fence removals, tree removals, removal of parking lots, concrete (sidewalk) replacement, any additional debris removal beyond that created by the structure itself, including interior and exterior of property, replacement of any sidewalks and curbs damaged during site activities		Lump Sum	
3	Backfill and Site Restoration (Backfilling, compaction, seeding/hydroseeding)		Lump Sum	
	Total (Bid Items 1-3	)		

#### **BID/TENDER FORM**

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

ltem No.	Description	Units	Estimated Quantity	Unit Price	Proposal Price
1.	Environmental Abatement & Disposal of Asbestos and Hazardous Materials	LS	1	Lump Sum	\$
	Total (Standard Bid Items 1-2)				\$

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, and 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 <u>with their bid submissions</u> 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 not 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			
	(To be used only for previously unidentified materials,	, verified by	the ENV. PROFESSIONAL)	
ltem No.	Description	Unit	Unit Price	
1	Sprayed-on Fireproofing	Square Foot		
2	Hard Wall/Ceiling Plaster (all layers, metal or wood lathe)	Square Foot		
3	Soft/Decorative Plaster (all layers, including substrate if necessary)	Square Foot		
4	Popcorn or Sprayed-on Ceiling or Wall Texture (all layers, including substrate if necessary)	Square Foot		
5	Drywall/Mud Compound	Square Foot		
6	Thermal System Insulation (TSI) Straight Pipe < 6-inch diameter	Linear 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 Foot		
13	Duct Insulation (fiberglass with ACM seam mud)	Square Foot		
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)				
ltem No.	Description	Unit	Unit Price		
19	Linoleum/Resilient Sheeting and Mastic (any type)	Square Foot			
20	Window with associated caulk and/or glazing (any size including frame)	Each			
21	Furnace, boiler, or tank insulation (mud and jacket)	Square Foot			
22	Transite (Panels, Siding or Board)	Square Foot			
23	Glue, behind paneling, drywall, etc., on wood or concrete. Abatement or complete removal with substrate.	Square Foot			
24	Electrical Panel	Each			
25	Glued-on ceiling tiles (any size) and glue pods	Square Foot			
26	Construction Adhesives/other glue pods	Square Foot			
27	Cove Base	Square Foot			
28	Vermiculite Insulation	Cubic Yard			
29	Miscellaneous Asbestos Debris (any type, total quantity)	Cubic Foot			
30	Roofing/Flashing/Tar (any type)	Square Foot			
31	Light Fixture Heat Shields	Each			
32	Foundation, wall, or block caulk	Linear Foot			
33	Foundation Tar, Complete removal and disposal	Square Foot			
34	Transite / asbestos utility piping (any size)	Linear Foot			

Hazardous Material Unit Rate Schedule					
ltem No.	Description	Unit	Unit Price		
35	PCB or other ballasts	Each			
36	Fluorescent light tubes, > 4 feet	Each			

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

If Bidder is aware of additional Unit Prices not described above, Bidder may provide a description and pricing of items in the following table:

Item No.	Description	Unit	Unit Price

I/We propose to furnish all supervision, labor, materials, tools, equipment, and services required to complete the work in accordance with the specifications and conditions contained herein, including attachments thereto, in consideration of the "Contract Amount" which shall consist of the Bid stated below accepted by the BCLBA under his/her/their acceptance below and agree that this document and all attachments will constitute a contract upon acceptance by the BCBLA.

Authorized Signature of Respondent:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_