



RFP 2026-03

Bay County Community Center
Pool Locker Room Remodel

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Recreation and Facilities

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON
OUR BIDDERS LIST

DATE OF REQUEST	MARCH 26, 2026
REFERENCE RFP NUMBER	RFP 2026-03
WALK THROUGH	APRIL 1, 2026 2:00 P.M
LOCATION	BAY COUNTY COMMUNITY CENTER 800 J.F. KENNEDY DRIVE BAY CITY, MI 48706
DEADLINE FOR VENDOR QUESTIONS	APRIL 8, 2026 5:00 PM
RESPONSES DUE FROM COUNTY	APRIL 10, 2026 5:00 PM
PROPOSED DATE/TIME REQUIRED	APRIL 17, 2026, 11:00 AM
ANTICIPATED SELECTION DATE	MAY 1, 2026
SUBMIT QUALIFICATIONS TO:	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7TH FLOOR BAY CITY, MI 48708-5128
MARK QUALIFICATION SUBMISSION:	“BAY COUNTY COMMUNITY CENTER POOL LOCKER ROOM– DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

The intent and purpose of this Request for Proposal (RFP) is to establish a contract through a competitive sealed bid process, on behalf of the Bay County Recreation and Facilities Department. We are soliciting sealed bids from licensed and certified contractors for the renovation of the Bay County Community Center Pool Locker Room. The remodel will address the current deficiencies in layout, fixtures, and accessibility, ensuring that the locker room meets safety standards and user needs. The design will be aligned with “Version B” that is attached and referenced in the feasibility study, provided it meets the bathroom and fixture requirements for the completed pool design.

The current locker room consists of an approximate 5,000 square foot portion of the Bay County Community Center constructed in 1974. The building design of the locker room needs to be updated to allow family access, privacy in the women’s and men’s locker rooms, as well as meet fixture requirements for the designed pool that will open to the public in June 2027.

The remodel of the locker room is partially funded through Community Project Funding (CPF). All procurement activities must comply with 2 CFR 200 (Uniform Administrative Requirements) and the specific terms of the applicable HUD Grant Agreement. This RFP outlines required components, evaluation criteria, and compliance obligations for all prospective bidders.

SCOPE OF WORK:

1. Demolition
 - a. Remove benches, flooring, and fixtures with the option of reusing the current lockers.
 - b. Demolish non-load-bearing walls as determined by new design.
 - c. Ensure proper disposal of all debris in accordance with local regulations.
2. Construction
 - a. Reconfigure the layout to improve flow and accessibility.
 - b. Construct new walls and partitions as per the architectural plans.
 - c. Install new flooring that is slip-resistant and easy to clean.
 - d. Ensure proper ventilation and humidity control systems are in place.
3. Plumbing
 - a. Update existing plumbing to accommodate new fixtures.
 - b. Install new showers, sinks, and toilets ensuring compliance with ADA standards
 - c. Ensure proper drainage and waterproofing measures.
4. Electrical
 - a. Update electrical wiring to support new lighting and electrical fixtures.
 - b. Install energy-efficient LED lighting throughout the locker room
 - c. Include outlets for hairdryers and other personal grooming devices.
 - d. Ensure compliance with all relevant electrical codes and standards.
5. Fixtures and Fittings
 - a. Reuse current lockers.
 - b. Provide benches and seating areas.
 - c. Install mirrors and grooming stations.
 - d. Include storage solutions for personal items and pool accessories.
6. Finishes
 - a. Apply durable, water-resistant paint or wall coverings.

- b. Ensure all surfaces are easy to clean and maintain.

SPECIFICATIONS:

1. Materials
 - a. Flooring: Slip-resistant tiles or epoxy flooring.
 - b. Walls: Moisture-resistant drywall or tile backer board.
 - c. Lockers: Reuse if possible. Heavy-duty metal lockers.
 - d. Benches: Stainless steel frames with polymer or wood slat tops.
2. Fixtures
 - a. Showers: Stainless steel or chrome-plated fixtures.
 - b. Sinks: Durable, easy-to-clean materials such as porcelain or stainless steel.
 - c. Toilets: Water-saving, ADA-compliant models
 - d. Lighting: Energy-efficient fixtures with motion sensors.
3. Accessibility
 - a. All elements must comply with the Americans with Disabilities Act (ADA) standards.
 - b. Install grab bars and handrails where necessary.
 - c. Ensure adequate space for wheelchair maneuverability.
 - d. Include accessible lockers, showers, and restrooms facilities.
4. Safety
 - a. Install non-slip flooring to prevent accidents.
 - b. Ensure proper ventilation to prevent mold and mildew growth.
 - c. Include emergency lighting and clearly marked exits.
 - d. Ensure all electrical installations are up to code and safely enclosed.

MINIMUM REQUIREMENTS:

1. Minimum five (5) years' experience in a related industry.
2. References of the last five (5) construction services for projects similar in size and capacity to the Bay County Community Center Pool Locker Room remodel.

CONTENT OF SUBMISSION PACKET:

The proposed Contractor shall submit the following:

- Bid Response Cover Sheet
- Bidders Check List
- Certification (provided as Attachment A)
- Background:
 - Concise history of your qualifications
 - List any certifications.
- References
- Eligibility to participate in federally funded projects
- Fee Envelope (one copy required)

EVALUATION CRITERIA:

- Summary of Firm's Qualifications 30 points
- Project Experience 20 points
- Project Eligibility 15 points
- References 15 points
- Cost 20 points

Weighted Technical Score is calculated by Technical Score for this firm/ Highest Technical Score Received
Weighted Cost Score is calculated by Lowest Cost of All Bids/Cost of Bid for this Firm

1. 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 County as the obligee.

2. 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, require 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 \$20,000 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.

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 Assistant Purchasing Agent, Jessica Foss, only. Contractors 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 Contractors by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible Contractors are asked to immediately send contact information by email to Nicole Putt, Bay County Purchasing Agent; 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, Contractors agree to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Contractors without penalty at any time before notification that the Contractor's Proposal has been selected. However, if the Contractor withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Contractor 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 Contractors 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. Contractor's payment of the Liquidated Damages shall be Contractor's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Contractor's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Qualifications by the County or even notification of

Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.

5. TAX-EXEMPT STATUS: The County is a tax-exempt entity. A tax-exempt form will be provided to the successful Contractor.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. INSURANCE: The Contractor shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Contractor's services related to this RFP and any resultant contract, whether such service be by the Contractor individually or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor 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 Contractor'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 County 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 doing business in Michigan and are subject to the approval of the County.

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

1. "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 County of Bay, including all elected and appointed officials, all employees and volunteers, all boards,

commissions, departments and/or authorities and their board members, employees and volunteers.”

8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, Contractor agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Contractor 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.
9. **COST OF DEVELOPING PROPOSAL:** The Contractor shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **QUESTIONS:** All questions about this RFP must be received by **APRIL 8, 2026, AT 5:00 PM** in writing, via email, to:

Nicole Putt
Bay County Purchasing Agent
purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **APRIL 8, 2026**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **APRIL 10, 2026**, and will be sent to all known Contractors.

Correspondence or inquiries made directly by Contractors regarding their proposals are to be directed to those County employees 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 or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a Contractor regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective Contractor to submit their qualifications. Any information given to a prospective Contractor concerning the Request for Qualification will be furnished to all prospective Contractors as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed Contractors. The County shall make the sole determination as to the significance to uninformed Contractors.

11. **RESPONSIBILITY:** Contractor is solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing 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 Purchasing, Bay County Building, 7th 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.

12. **QUALIFICATION DELIVERY:** Qualifications must be returned no later than **APRIL 17, 2026 AT 11:00 AM.** in a sealed envelope clearly marked **“BAY COUNTY COMMUNITY CENTER POOL LOCKER ROOM REMODEL- DELIVER TO PURCHASING IMMEDIATELY.”** Please provide SIX (6) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

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

13. **QUALIFICATION OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All Contractors are invited to attend and hear the proposals read.
14. **QUALIFICATION REJECTION/ACCEPTANCE:** The County 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.
15. **QUALIFICATION AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all Contractors of her intent to award the proposal to the Contractors providing the best value to the County.
16. **CONTRACT:** The County’s award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful Contractor and the County. In submitting a proposal, the Contractor acknowledge that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the Contractor fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected Contractor, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a Contractors suggested terms and conditions may be submitted with Contractor’s Qualifications, however, neither the County’s acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Contractors 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 Contractors Proposal.

17. **DISPUTES:** In the event a Contractor disagrees with the recommendation of the Bay County Finance Officer concerning this award, the Contractor may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Jessica Foss, Bay County Assistant 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

Nicole Putt, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycountymi.gov

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

www.baycounty-mi.gov

Bid Response Cover Sheet

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: County of Bay
515 Center Ave, 7th 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 Community Center Pool Locker Room Remodel, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the County'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 #: _____

**BAY COUNTY
PURCHASING DIVISION
BIDDERS CHECK LIST**

	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 Bid.	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid 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 bid document.	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
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 the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.		

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-BIDDERS FEEDBACK FORM

Bid #: 2026-03

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

- Unable to bid at this time but would like to receive future bid requests.
- Service(s) or material(s) not provided by our company.
- 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: _____

CERTIFICATION

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: _____