



REQUEST FOR PROPOSAL

RFP 2026-06

Bay County
Golf Course Bunker Restoration

JIM BARCIA
BAY COUNTY EXECUTIVE

Request For Proposal – THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THE NON-BIDDERS
FEEDBACK FORM TO ENSURE THAT YOUR FIRM MAY BE RETAINED ON OUR BIDDER LIST

DATE OF REQUEST	April 9, 2026
REFERENCE BID NUMBER	RFP 2026-06
MANDATORY SITE VISITS	April 16, 2026 10:00 A.M.
LOCATION:	BAY COUNTY GOLF COURSE 584 W. HAMPTON RD ESSEXVILLE, MI 48732
DEADLINE FOR VENDOR QUESTIONS	April 23, 2026 5:00 PM
RESPONSES DUE FROM COUNTY	April 27, 2026 5:00 PM
PROPOSED DATE/TIME REQUIRED	May 4, 2026 11:00 AM
BID SUBMITTAL	BAY COUNTY FINANCE DEPT. ATTN: NICOLE PUTT BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK BID	“BAY COUNTY GOLF COURSE BUNKER RESTORATION- DELIVER TO FINANCE DEPARTMENT IMMEDIATELY”

INTRODUCTION:

The Bay County Finance Department's Purchasing Division, acting for the Bay County Golf Course, is inviting sealed bids for the restoration of eight bunkers. The objective is to select a qualified golf course contractor capable of returning these designated bunkers to optimal condition. As this project is funded through the America Rescue Plan Act (ARPA), this project must be completed by the end of 2026. Please include an estimated installation timeline with your submission.

SCOPE OF WORK:

Contractor shall provide all labor, materials, equipment, testing, permits, supervision, and incidentals to complete bunker reconstruction including:

- 8 bunkers, with 1 requiring reconstruction.
- All bunkers must be excavated.
- Install drain lines connecting to existing drain tile, ditch, or catch basin, based on location.
- Install liners similar to Sand Saver or Porous Pave.
- Refill with bunker sand meeting USGA guidelines; separate sand may be purchased if cost-effective.
- Contractor shall be responsible for the repair of all damage resulting from this work to the surrounding sod face of the bunkers. Plywood or track matting is recommended for any equipment working on or around the bunker edge.

DELIVERABLES AND SUBMITTALS:

- Provide firm experience with similar scopes of work.
- Liner product data.
- Drainage material specifications.
- Sand test results.
- Construction schedule.
- As-built drawings and warranties.

BUNKER RESTORATION APPROXIMATE DIMENSIONS:

Hole #2: 26' x 50', 1,300 ft²

Hole #5: partially complete, provide separate cost to install liner and sand

Hole #6: 12' x 47', 564 ft²

Hole #9: 13' x 50', 650 ft² (left bunker)

Hole #9: 19' x 30', 570 ft² (right bunker)

Hole #11: 12' x 37', 444 ft² — to be reconstructed; situated adjacent to the green with plans for relocation.

Hole #12: 24' x 27', 648 ft²

Hole #13: 25' x 33', 825 ft²

Hole #18: 12' x 44', 528 ft²

REQUIREMENT OF BIDDERS:

1. Each bidder must provide with its formal Bid a written sworn statement certifying that it has not colluded with any competing bidder 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 Request for Proposal. **(ATTACHMENT A).**
2. Pricing will only be accepted on the attached Bid Summary form. **(ATTACHMENT B).**

CONTENTS OF BID SUBMISSION PACKET:

1. Cover Sheet.
2. Bidders Check List.
3. Firm Questionnaire.
4. Bidder's Feedback Form.
5. Attachment A – Certificate.
6. Attachment B – Price sheet.

GENERAL INFORMATION:

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, 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 \$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.

3. 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 the Purchasing Agent, Nicole Putt, 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.

4. 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 Agent, at purchasing@baycountymi.gov failure to do so may limit your ability to submit a complete, competitive Bid.
3. RIGHT TO WITHDRAW BIDS: By submitting a Bid in response to this RFP, Firm agrees to be bound by this RFP's terms and conditions. Bids may be withdrawn by the Firm without penalty at any time before notification that the Firm's Bid has been selected. However, if the Firm withdraws after selection of its Bid 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 Bid ("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 Bid 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 Bid.
4. RFP, BIDS AND ACCEPTANCE DO NOT OBLIGATE: The parties agree that they will not consider either distribution of this RFP or receipt of Bids by the County or even notification of Bid 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 firm.
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 Bids may be subject to FOIA requests.
7. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of Bid shall be made to the Bay County Purchasing Agent, 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.

8. **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. Worker's 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 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 do business in Michigan and are subject to the approval of the County.

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

- e. "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
- f. "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.”

9. COST OF DEVELOPING BID: The Firm shall be responsible for all costs incurred in the development and submission of its Bid.
10. BID DELIVERY: Bids must be returned no later than **MAY 4, 2026 @ 11:00 A.M.** in a sealed envelope clearly marked **“Bay County Golf Course Bunker Restoration -- Deliver to the Bay County Finance Department immediately”**. Please provide five (5) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Finance Department, Bay County Building, 7th Floor, Bay City, Michigan 48708.

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

11. NON-DISCRIMINATION: In the performance of the 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, or national origin 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 Bid 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.
12. BID OPENING: There will be a public Bid opening immediately following the deadline to receive Bids in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the Bids read.
13. BID REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all Bids, to waive any irregularities and to make the final determination as to the best low qualified Bid.
14. BID AWARD: In the event the Bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the Bid to the Firm providing the best value to the County.
15. CONTRACT: The County's award of any Bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a Bid, the firm acknowledges 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 firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified Bid, or reject all Bids.

A copy of a firm's suggested terms and conditions may be submitted with firm's Bid, however, neither the County's acceptance of any Bid nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County 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 Bid.

16. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Finance Department. This form must be completed and returned to Frances Moore, 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.**

17. **QUESTIONS:** All questions about this RFP must be received by APRIL 23, 5:00 p.m. in writing, via email, to:

Nicole Putt
Purchasing Agent
purchasing@baycountymmi.gov

Responses to any inquiries will be issued in one (1) Addendum no later than APRIL 27, 2026, and will be sent to all known firms. Every attempt to answer your inquiries will be made however Bay County reserves the right to not answer any questions received after the APRIL 23, 2026, due date.

Correspondence or inquiries made directly from firms regarding their Bids 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 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 Bids. 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 County shall make the sole determination as to the significance to uninformed firms.

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 Johnson
Corporate Counsel
Bay County Building
515 Center Ave. 4rd Floor
Bay City, MI 48708-5128
(989) 895-4098

Nicole Putt, Purchasing
Bay County Finance Department
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708

This Bid process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website:

**SEE ATTACHED
REQUIRED DOCUMENTATION**

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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 Golf Course Bunker Restoration”, 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 Bid, including, by reference here, the County’s RFP document. Bids 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 #: _____

DUNS #: _____

**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: _____

FIRM QUESTIONNAIRE

General Information

Date: _____

Firm Name: _____

Address: _____

County/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Firm History

Year Firm Established: _____ Years in Business: _____

Organization Type

Type of Organization:

_____ Individual _____ Corporation
_____ Partnership _____ Other (please describe)

RFP Communications Contact Information

Please provide contact information for person responsible for RFP communications:

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

City, State,
Zip: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

NON-BIDDERS FEEDBACK FORM

Bid #: 2026-06

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@baycounty.net.

- Unable to bid 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: _____

ATTACHMENT A

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the firm, 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 Bid was developed solely by the Firm indicated below and was prepared without any collusion with any competing firm or County employee.
4. The content of this Bid has not and will not knowingly be disclosed to any competing or potentially competing firm prior to the Bid opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature:

Print Name:

Title:

Company Name:

Company Address:

Phone Number:

Fax Number:

ATTACHMENT B

BID SUMMARY

	Price
Bunker Restoration	\$
Sand	\$
Bunker #5 Completion	\$
Total Project Cost	\$

Signature:

Print Name:

Title:

Company Name:

Company Address:

Phone Number:

Fax Number:

E-mail Address:

Date:

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