



# REQUEST FOR PROPOSAL

RFP 2024-01

Bay City Academy Parking Lot Asphalt  
Paving

Brian T. Lynch

C.E.O. Mitten Educational Management

REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER OR OFFER IF FOR ANY REASON YOU CANNOT RETURN THIS PROPOSAL, PLEASE RETURN THE NON-BIDDERS FEEDBACK FORM TO INSURE THAT YOUR FIRM MAY BE RETAINED ON OUR BIDDER LIST

**DATE OF REQUEST**

February 9, 2024

**REFERENCE PROPOSAL NUMBER**

RFP 2024-01

**SITE VISITS – BY APPOINTMENT ONLY**

BAY CITY ACADEMY  
301 NORTH FARRAGUT STREET  
BAY CITY, MI 48708

**PROPOSED DATE/TIME**

March 1, 2024-NOON

**PROPOSAL SUBMITTAL**

BAY CITY ACADEMY  
301 NORTH FARRAGUT STREET  
BAY CITY, MI 48708

**MARK PROPOSAL**

“BAY CITY ACADEMY PARKING  
LOT ASPHALT PAVING–  
ATTENTION BRIAN T. LYNCH”



**INTRODUCTION:**

Bay City Academy is requesting proposals from qualified firms to upgrade Bay City Academy's two (2) parking lots.

**SCOPE OF WORK:**

Proposals for parking area expansion and asphalt paving should address the following objectives:

1. Remove existing asphalt and cement, add aggregate sub-base and compact. Add a minimum of four inches of new asphalt.
2. Add aggregate sub-base and compact. Pave to same level as existing parking area.
3. Allow for sub-surface drainage and slope to prevent water pooling on paved areas. Prevent water collection at edge of paved area.
4. The proposal must be fully compliant with the Americans with Disabilities Act (ADA) and all other codes.
5. Appropriate line markings and striping for parking and handicap parking.

**SITE VISIT:**

A site visit is not required to submit a valid bid/proposal, but is highly suggested. During a site walk thru the building and property shall be reviewed. The site visit will allow the prospective bidder to see and determine what existing materials can be used in the new proposed parking lots. We would like to use as much of the existing materials as possible.

**IMPLEMENTATION:**

The building is active and employees need access throughout the building. Vendors shall detail all implementation plans and time frames. All materials shall be supplied and included in the bid. Any additional requirements such as electrical requirements shall be included as well. All work to be done over our summer break that runs from June 10, 2023 through June 30, 2024.

**EXISTING EXTERIOR BUILDING DETAILS:**

Bay City Academy

- Two (2) parking lots, north and south.
- North lot, two (2) entrances/exits, made up of asphalt and cement.
- South lot, one (1) entrance/exit, made up of asphalt.

**NEW LOT REQUIREMENTS:**

Listed are the minimum features requested in the parking lots:

- **North Lot** – Removal of existing asphalt and cement. Adding of appropriate asphalt thickness and aggregate base layer. Adding appropriate drainage slope for water runoff.
- **South Lot** – Removal of existing asphalt and cement. Adding of appropriate asphalt thickness and aggregate base layer. Adding appropriate drainage slope for water runoff.
- **Painting/Signage**- Both lots striped according to proper ADA guidelines and appropriate handicap signage and spacing.

**DESIRED FEATURES:**

- Proper slope for water drainage.
- South lot entrance widened to accommodate commercial vehicles, working with the City of Bay City to widen on the city owned side of the property.
- Appropriate line striping for maximized parking (yellow or white and blue).

**SUPPORT SERVICES:**

- Support should be offered onsite for repairs if necessary. Please describe your level of support and provide a Service Level Agreement (SLA).

**PRICING:**

- Please include the pricing to widen south driveway entrance and cut curbing on city side.
- Pricing should be broken down per line item as a subtotal and the location as a total.
- Include pricing on various base and asphalt thicknesses.
- Include pricing on various base and cement thicknesses.
- Include pricing on line striping and handicap signage.

**WARRANTY:**

- Minimum of five (5) years.

**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. 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.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible firms are asked to immediately send contact information by email to Brandon Deacons, Bay City Academy Maintenance Director, at [deaconsb@baycityacademy.com](mailto:deaconsb@baycityacademy.com) or 989-975-0713; 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 Bay City Academy in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The Bay City Academy and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to Bay City Academy 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 Bay City Academy's exclusive remedy for Late Withdrawal of Firm'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 Proposals by Bay City Academy or even notification of Proposal acceptance by Bay City Academy as an obligation or commitment by Bay City Academy to enter into a contractual agreement. Rather, the parties understand that Bay City Academy will have no binding obligation until it signs the Contract approved by its legal counsel.
5. TAX-EXEMPT STATUS: Bay City Academy is a tax-exempt entity. A tax-exempt form will be provided to the successful firm if requested.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay City Academy is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Firms are solely responsible for ensuring their bid is received by Bay City Academy in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay City Academy shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of proposal shall be made to Bay City Academy, 301 North Farragut Street, 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 Bay City Academy of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to Bay City Academy, shall be provided to Bay City Academy 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 Bay City Academy.

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 City Academy, 301 North Farragut Street, Bay City, MI 48708"; and
  2. "It is understood and agreed that the following are listed as additional insureds: Bay City Academy, including all employees and volunteers, all boards, departments and/or authorities and their board members, employees and volunteers."
9. COST OF DEVELOPING PROPOSAL: The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
10. PROPOSAL DELIVERY: Proposals must be returned no later than **March 1, 2024 @ 12:00 P.M.** in a sealed envelope clearly marked "**Bay City Academy Parking Lot Asphalt Paving**" -- Deliver to Brandon Deacons immediately. Please provide three (3) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay City Academy, 301 North Farragut Street, Bay City, Michigan 48708 or by email to Brandon Deacons at [deaconsb@baycityacademy.com](mailto:deaconsb@baycityacademy.com).

**Bay City Academy will not accept proposals sent by FAX machine.**

11. NON-DISCRIMINATION: In the performance of the proposal 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 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.

12. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline, if not opened immediately after the deadline, a time and date will be issued to all Firms stating when the opening will take place. All firms are invited to attend and hear the proposals read.
13. PROPOSAL REJECTION/ACCEPTANCE: Bay City Academy 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.
14. CONTRACT: Bay City Academy'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 Bay City Academy. In submitting a proposal, 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 Bay City Academy, Bay City Academy and 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 Bay City Academy's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by Bay City Academy 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.



**Proposal Response Cover Sheet**

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE 1 OF THE PROPOSAL**

TO: Bay City Academy  
301 North Farragut St.  
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 to provide Exterior Doors and Access Control System for Bay City Academy, does hereby offer to perform such services on behalf of Bay City Academy in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, Bay City Academy's RFP document. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 120 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 CITY ACADEMY  
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 of 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

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

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

Address: \_\_\_\_\_

County/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Year Firm Established \_\_\_\_\_ Years in Business: \_\_\_\_\_

Type of Organization:

\_\_\_\_\_ Individual      \_\_\_\_\_ Corporation  
\_\_\_\_\_ Partnership      \_\_\_\_\_ Other (please describe)

**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: \_\_\_\_\_

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 Bay City Academy.
3. This proposal was developed solely by the Firm indicated below and was prepared without any collusion with any competing firm or Bay City Academy employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing firm 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 bid has been made.

Signature: \_\_\_\_\_

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

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

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

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

# PRICING

## Parking Lots

Location Bay City Academy	Number of Inches of Asphalt	Amount of Asphalt in Tons	Number of Inches of Aggregated Base	Amount of Aggregated Base in Tons	Line Striping	Amount of Cement in Tons	Price	
North Parking Lot								
South Parking Lot								
South Parking Lot Entrance Widened								
Line Striping and Signage								
		Total Building Cost					\$	