

**PRESQUE ISLE COUNTY LAND BANK AUTHORITY
(PICLBA)**

REQUEST FOR PROPOSALS

Grant Administration & Project Management



BID RELEASE DATE: October 9, 2024

BIDS DUE: November 11, 2024 3:00 p.m.

Bids shall be delivered via email to:

Valerie Sue Peacock, County Treasurer/PICLBA Chair

peacockv@picounty.org

REQUEST FOR PROPOSAL

Grant Administration Services REQUEST FOR PROPOSALS

Grant Administration & Project Management

NOTICE TO BIDDERS

The Presque Isle County Land Bank Authority (PICLBA) invites qualified third-party firm (“Respondent(s)”) to submit competitive proposals for the role of Grant Administration & Project Management for the Presque Isle County Land Bank Blight Elimination Program. The selected respondent(s) will be responsible for providing comprehensive grant administration services and managing both commercial and residential demolition / stabilization projects within Presque Isle County while monitoring activities to ensure compliance with Local, State, and Federal Guidelines.

Bids will be received until 3:00 p.m. EDT on November 11, 2024. Proposals received after this deadline may not be considered for evaluation.

Three (3) Structures in Presque Isle County:

- 338 North Third Street, Rogers City, MI 49779
- 251 W. Huron Avenue, Rogers City, MI 49779
- 20864 Washington Avenue, Onaway, MI 49765

This Request for Proposal (the “RFP”) is issued by the Presque Isle County Land Bank Authority (the PICLBA”). The PICLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The PICLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). The PICLBA will remain the sole point of contact throughout the bidding process. ***The PICLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Email Bids to: peacockv@picounty.org
Presque Isle County Treasurer’s Office
Presque Isle County Land Bank
ATTN: Valerie Sue Peacock

The Authority reserves the right to reject any or all proposals and to waive irregularities and/or informalities in any proposal.

Section 1: General Information

1.1 The Presque Isle County Land Bank Authority (PICLBA) was established in 2016 under the Michigan Land Bank and Community Development Authority Act, (2003 P.A. 258, MLC 124.765) and is a separate legal entity and public body corporate. The Land Bank is governed by a seven-member Board of Directors, one of whom shall be the Treasurer of Presque Isle County, Michigan and one of whom shall be the Clerk of Presque Isle County, Michigan and the County Board Chair. The remaining four (4) members of the initial Board of Directors shall be appointed by the Presque Isle County Board of Commissioners and shall be considered “at large” members and must live in Presque Isle County. Elected officials and other public officers are eligible to serve as members of the County Authority to the extent permitted under Michigan Law. The Land Bank is tasked with returning tax-reverted and abandoned properties back to the tax rolls. Land Banks help alleviate the burden of vacant, blighted, and abandoned properties on local municipalities and help to strengthen and revitalize communities by removing blight, increasing home values, creating a positive economic impact, and fueling economic development and growth. Priorities of the Land Bank include homeownership and affordable housing, residential and commercial development, neighborhood revitalization, and returning property to productive tax-paying status. Property can be acquired by donation, purchase, or through the property tax foreclosure process

1.2 The Presque Isle County Land Bank Authority (PICLBA) is hereby soliciting proposals from qualified vendors for Grant Administrative Services/Project Management of Demolition and Stabilization of properties within Presque Isle County. The PICLBA is funding this project through the use of a Blight Elimination Grant from the Michigan State Land Bank Authority, and the project will be conducted in compliance with grant requirements, including reporting requirements. Valerie Sue Peacock, Presque Isle County Treasurer and Chair of the Presque Isle County Land Bank Authority, is the primary point of contact for the project.

1.3 The issue date of this Request for Proposal (RFP) is October 9, 2024.

1.4 Modifications to this RFP, if any, shall take the form of one or more written addenda. Such addenda shall be considered as part of the original RFP.

Section 2: Scope of Services

2.1 The selected contractor shall be responsible for all elements associated with the Implementation of the Blight Elimination Grant from the Michigan State Land Bank Authority, and the projects will be conducted in compliance with grant requirements, including reporting requirements.

- Work with the PICLBA to provide technical, administrative, and consulting services on request.
- Manage the pre-qualification and contractor procurement process for all aspects of the demolition program including preparing bids, bid tabulation and evaluation, contractor selection and contract preparation and execution.

- Manage procurement, contracting, project management and grant compliance.
- Manage the schedule and workflow for demolition projects including inspections, utility disconnects, environmental surveys and reports, abatement, demolition, site restoration and contractor payment.
- Draft memorandum of agreements, contracts, RFPs and other necessary documents related to the projects.
- Manage contractors and contracts, track and monitor progress and compliance and serve as the point of contact for contractors and provide problem solving support as needed.
- Act as a liaison between community members, contractors, stakeholders, and the PICLBA.
- Ensure that all contractors maintain up to date documentation to remain in compliance with contract requirements through the duration of the contract (Local, State and Federal).
- Assist with tracking production and expenditures.
- Coordinate the review of contractor payment submittals and ensure that they include all required documentation prior to submitting to State Land Bank for reimbursement.
- Attend PICLBA meetings held locally or through electronic format.
- Follow the PICLBA's Bylaws, Articles of Incorporation, Intergovernmental Agreement, Code of Ethics, and Policy and Procedures.

Section 3: Qualifications

3.1 Preferred qualifications for his role include but are not limited to:

- 3-5 years of experience in procurement, contract management, demolition, engineering, environmental consulting, project management, and/or compliance.
- A degree or equivalent with coursework and/or training in a related field such as public administration, environmental science, or construction management.
- General knowledge and experience in stabilization, and demolition.
- Proficiency in using spreadsheets for managing complex workflows.
- Familiarity with the County of Presque Isle.
- Ability to work in challenging environments around vacant and abandoned buildings, effectively communicate with residents and contractors, and handle conflict situations.

- Self-motivated, creative, disciplined, with a demonstrated interest in planning, demolition, environmental remediation, community engagement, and/or real estate.
- Proficiency in Microsoft Office and associated software.
- Strong oral and written communication skills with a focus on maintaining good public relations.
- Detail-oriented and highly organized.
- Ability to work both independently and collaboratively.
- Experience in writing and implementing grants is a plus.
- Technical analysis of documents for compliance with local, state, and/or federal regulations.
- Knowledge of bookkeeping and accounting principles.

Section 4: Submission of Proposal

4.1 Every respondent to this RFP (“Respondent(s)”) is required to submit a proposal that comprehensively addresses all requested information. Respondents should prioritize adherence to the RFP instructions and requirements, ensuring that their proposals are complete, clear, and concise. Failure to comply with these instructions or to fully meet the requirements of the RFP may result in reductions during the evaluation process or render the proposal non-responsive.

4.2 Technical Proposal

Below is a listing of the technical information required from the Respondents. PICLBA requests that all Technical Proposals be submitted electronically to the email provided and to match the specific information requested below:

1. Coversheet Form
2. Project Experience: Bidders shall submit a list of three (3) references and contact information for similar services performed.
3. Qualifications
4. Project Plan and Approach
5. Estimated Cost
6. Independent Price Determination and Prices Held Firm Certification
7. Hold Harmless Agreement
8. Insurance Requirements
9. Performance Bond for 100% of the cost of The Work will be required
10. W9

The purpose of the Technical Proposal is to provide Respondents with an opportunity to demonstrate their qualifications, competence, and capacity to undertake the engagement

described herein, in a manner that complies with applicable laws and regulations, and the requirements of the RFP.

Firm Experience and Qualifications

In this section of the Technical Proposal, Respondents must demonstrate relevant experience by providing the following:

- a. A summary of the Respondent's technical expertise that describes the unique capabilities of the Respondent. The narrative should highlight the Respondent's skills and ability to perform the services described in the RFP.
- b. Successful Respondents should detail at least one similar engagement comparable to those services detailed in the Scope of Work, but no more than three. Please indicate, for each engagement completed:
 1. Name of client organization
 2. Type of client (e.g., government entity, private company)
 3. Project description and services provided
 4. Project duration including start/end dates
 5. Number of Respondent Staff (full time equivalents) involved in the engagement
- c. The Respondent is asked to supply PICLBA with the names and contract information for two individuals (one primary and one alternate contact person) whom PICLBA may contact as a reference for each engagement described above. Information provided by references may be used by PICLBA for proposal evaluation purposes. PICLBA may seek additional information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Bidder to the client during the engagement. PICLBA reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what PICLBA deems to be the most effective and efficient manner.

Staff Experience and Qualifications

- a. A project management and staffing plan that describes the unique capabilities of the individuals assigned. Include a narrative description of the specific function/role that each staff member would perform and their specific qualifications for their proposed role in this engagement. Lead staff should be identified. Respondents are encouraged to submit resumes for all members of the proposed team, including any subcontract personnel who may work on the engagement.
- b. State all relevant information regarding the number, qualifications, and experience of the staff to be specifically assigned to this engagement. Indicate how the staff competency level over the term of the contract will be assured.
- c. Respondents should submit the contact information for at least three (3) references from recent engagements, preferably with the governmental entities, who can

comment on the experience of the lead staff proposed for this engagement. Names, titles, addresses, email addresses, and telephone numbers of organizations and individuals who may be contacted for reference must be included.

In this section of the Technical Proposal, Respondents should demonstrate that the staff proposed have the knowledge and ability to perform the services described in this RFP.

Project Plan / Approach

In this section of the Technical Proposal, Respondents should demonstrate their competence and capacity to undertake the services described in this RFP by providing the following:

Proposals must include a workplan detailing the proposed strategies, indicating the staff hours the Respondent anticipates that they will be able to dedicate to the contract, techniques and methodologies planned to meet the objectives of the RFP's Scope of Work, as well as tasks, milestones, and other information describing how the Respondent will complete and meet the goals of the Program. A successful Respondent shall meet the prescribed deliverables in accordance with the workplan included in its proposal.

The workplan should also include a timeline for the tasks to be completed to ensure the Schedule of Deliverables is met.

A successful Respondent will identify the resources it plans to use to complete the work, including subcontractors, if any.

Estimated Cost

All Respondents must complete and submit with their proposal a budget, which shall include the cost of performing the tasks outlined herein. The budget shall be separate from the technical proposal. The proposal must include a description of each of the following:

1. Staff fees including the title of everyone assigned to the project.
2. Hourly rate per individual assigned to the project.
3. Estimated number of hours for everyone assigned to the project.
4. Expenses: Administrative expenses including costs related to such items as photocopying, telecommunications, travel, data analysis, data storage, interviewing, etc.
5. Any other expenses (e.g., subcontracted services) identified by type and dollar amount.
Note: subcontracted services must be itemized by subcontract name, job title, hours, and hourly rate.

Section 5: Terms and Conditions

5.1 The RFP is not an offer of contract. Receipt of a proposal neither commits the PICLBA to award a contract to any vendor, even if all requirements stated in this proposal are met, nor limits the PICLBA's right to negotiate in its best interest. The PICLBA reserves the right to contract with a vendor for reasons other than the lowest price.

5.2 Expenses incurred in the preparation of proposals in response to this RFP are the bidder's responsibility.

5.3 No work performed by the contractor that is out of the scope as defined by the vendor's proposal will be reimbursed unless specifically authorized by the PICLBA in writing.

5.4 The contractor, subcontractors, and their employees shall be considered independent contractors and shall not be deemed employees of the PICLBA for any reason.

5.5 All proposals are subject to the Michigan Freedom of Information Act. Once bids are opened, the information contained therein becomes freely accessible by the public.

5.6 Insurance Requirements - See Appendix D.

5.7 Payment Terms. This is a grant-funded project, and the Michigan State Land Bank Authority will not release funds to the PICLBA until all final documentation is provided and approved. The contractor shall submit an invoice to the PICLBA upon completion of the project. All project documentation not previously submitted should also be submitted at this time. The PICLBA intends to pay the submitted contractor invoice with net 30 terms, provided all required documentation has been received.

5.8 The issuance of this RFP and the submission of a response by a Respondent or the acceptance of such a response by PICLBA does not obligate PICLBA in any manner. PICLBA reserves the right to:

- a. amend, modify, or withdraw this RFP;
- b. revise any requirement of this RFP;
- c. require supplemental statements or information from any responsible party;
- d. accept or reject any or all responses hereto;
- e. extend the deadline for submission of responses hereto;
- f. negotiate potential contract terms with any Bidder;
- g. communicate with any Bidder to correct and/or clarify responses which do not conform to the instructions contained herein;
- h. cancel, or reissue in whole or in part, this RFP, if PICLBA determines in its sole discretion that it is its best interest to do so; and
- i. extend the term of any agreement on terms consistent with this RFP.

PICLBA may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in preparation of responses hereto or otherwise. All costs associated with responding to this RFP will be at the sole cost and expense of the Bidder.

All information submitted in response to this RFP is subject to the Freedom of Information ACT ("FOIA"), which generally mandates the disclosure of documents in the possession of PICLBA upon the request of any person unless the content of the document falls under a specific exemption to disclosure. In addition, Proposals may be discussed at meetings of the PICLBA, which meetings are subject to the Open Meetings Act.

PICLBA reserves the right, in its sole discretion, to retain and use all the materials and information, and the ideas and suggestions therein, submitted in response to this solicitation (collectively, the "Response Information") for any purpose. By submitting a Proposal, each Respondent waives any and all claims against PICLBA relating to PICLBA's retention or use of the Response Information.

Section 6: Bid and Proposal Requirements

6.1 Questions regarding this RFP shall be submitted in writing by **November 7, 2024, at 12 p.m. (noon) EDT**, directed to Valerie Sue Peacock, peacockv@picounty.org. Phone calls can be utilized for clarification, if necessary, prior to submitting an email. Responses will only be generated for questions received in writing. A written response to all questions asked will be provided to all responding bidders via email by the end of day **November 8, 2024**.

For clarification purposes only:

Valerie Sue Peacock
Presque Isle County Land Bank Authority
Presque Isle County Treasurer
989-734-4075
peacockv@picounty.org

6.2 The Bid Packet and required documents shall be submitted via email to Valerie Sue Peacock of the PICLBA at peacockv@picounty.org. Please include the following words in the email subject line: "Grant Administration Services" To be considered, proposals must be received by 3 p.m. EDT **on November 11, 2024**.

6.3 Bids will be reviewed by the PICLBA at a special meeting November 12, 2024, at the Presque Isle County Courthouse, 151 E. Huron Ave., Rogers City, MI 49779. A bid decision is anticipated to be made at this meeting. All submitting bidders will receive a bid tabulation sheet of all submitted bids via email following the bid award.

6.4 Bids submitted may not be withdrawn or modified for 90 days following the date on which they are opened via email by Valerie Sue Peacock, Presque Isle County County Treasurer and Chair of the Presque Isle County Land Bank Authority.

Section 7. Terms and Conditions

To be considered, Respondents must submit a complete response to this RFP, using the format provided in Section 5 of this RFP. No other distribution of submission is to be made by the Respondent.

7.1 ECONOMY OF PREPARATION

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

7.2 SELECTION CRITERIA

Based on what is in the best interest of the PICLBA, the award recommendation will be made to the responsive and responsible qualified vendor Respondent who offers the best value to the PICLBA. Best value will be determined by the Respondent meeting the requirements and offering the best proposal that meets the objectives of the specific project.

7.3 RESPONDENT COSTS

The PICLBA is not liable for any costs incurred by any Respondent prior to the signing of a Contract by all parties.

7.4 CONFLICT OF INTEREST

The Respondent must disclose, in an exhibit to the submission, any possible conflicts of interest that may result from the award of a Contract or the services provided under a Contract. Except as otherwise disclosed in the submission, the Respondent affirms that to the best of its knowledge there exists no actual or potential conflict between the Respondent, the Respondent's project manager(s) or its family's business or financial interests ("Interests") and the services provided under a Contract. In the event of any change in either Interests or the services provided under a Contract, the Respondent will inform the PICLBA regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the PICLBA's satisfaction, or the Respondent may be disqualified from consideration under this RFP. As used in this Section, "conflict of interest" shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a PICLBA official, officer, or employee with the intent of receiving a contract from the PICLBA or favorable treatment under a contract.
- 2) Having or acquiring at any point during the RFP process or during the term of any Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Respondent's performance of its duties and responsibilities to the PICLBA under a Contract or otherwise create the appearance of impropriety with respect to the award or performance of a Contract; or
- 3) Currently in possession of or accepting during the RFP process or the term of any Contract anything of value based on an understanding that the actions of the Respondent or its affiliates or interests on behalf of the PICLBA will be influenced.

7.5 BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with PICLBA departments, commissions, boards or agencies, or any other public body in the County of Presque Isle. Further, Respondent represents and warrants that it has not been a party to any contract with the County of Presque Isle or any public body that was terminated within the previous five (5) years because the Respondent failed to perform or otherwise breached an obligation of such contract.

7.6 DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings involving the Respondent (and each subcontractor, if subcontractors will be used to provide any goods/services requested under this RFP) or any of the Respondent's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Respondents must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent (or, to the extent Respondent is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Respondent (or, to the extent Respondent is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

7.7 FALSE INFORMATION

If the PICLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered for an award and any resulting Contract that may have been executed may be terminated.

7.8 DISCLOSURE

All Respondents should be aware that submissions submitted to the PICLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the PICLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

7.9 CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted through the Presque Isle County's website. Respondents are encouraged to regularly check these sites for changes or other information related to the RFP.

If the initial period does not produce a viable response, the GCLBA may, at its discretion, extend the period until it receives a viable submission. Timelines will be moved to correspond to the accepted submission date.

7.10 Electronic Bid Receipt

YOUR SUBMISSION MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE.

Respondents are responsible for timely submission of their documentation. The PICLBA has no obligation to consider any submission that is not received by the appointed date and time.

The PICLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process

7.11 JURISDICTION

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the 53rd Judicial Circuit Court in Presque Isle County.

7.12 Compliance with Required Federal and State Provisions outlined in Appendix E.

Section 8: Bid Form - Grant Administration & Project Management

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES

The undersigned hereby declares that the instructions and specifications, including all appendixes, have been carefully examined, and that the Grant Administration and Stabilization Project Management of both Commercial and Residential Properties in Presque Isle County, will be done for the prices set forth in this bid. It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that if chosen the bid price remains firm. The undersigned bidder further agrees and understands that the PICLBA reserves the right to reject all bids and the right to waive irregularities in bidding if it determines such action to be in the best interest of the PICLBA.

Company Name

Address

City, State, Zip

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone number: _____

Email address: _____

Appendix A
Request for Proposal Response Cover Sheet Form (Attach as a coversheet to your submission File)

Grant Administration & Project Management

General Information:

Firm Legal Name:

Firm's DBA (if any):

Firm's

Address:

Firm's Telephone #

Contact Name: _____

Contact Telephone # _____

Contact's Email Address _____

Name of the Authorized Signature for the firm:

CERTIFICATIONS- Authorized Signatory to initial each of the following, as applicable:

_____ Respondent certifies that it is not an Iran-linked business as defined in MCL 129.312.

_____ Respondent certifies that all taxes are paid to federal, state, and local jurisdictions.

_____ Respondent certifies that it owes no outstanding debt to Presque Isle County or PICLBA.

_____ Respondent certifies that: (check one)

- ➔ To the best of its knowledge, there exists no actual or potential conflict of interest between Respondent, Respondent's project manager(s) or its family's business or financial interests ("Interests") and the service provided under a potential Contract.
- ➔ That there is an actual or potential conflict which is explained in the submittal.

By signing below, I certify and agree on behalf of the company submitting this form and myself the following: (1) that I am duly authorized to legally bind the company submitting this proposal; (2) that the company submitting this proposal is not an "Iran-Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, Michigan PA 517 of 2012; and (3)

Appendix B

that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the County in this regard.

Signature of Authorize Signatory

Date

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submitting a response to this RFP, the Respondent certifies, and in the case of a joint submission, each party thereto certifies as to its own organization, that in connection with this submission:

1. The prices in the submission have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the submission have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not submit a submission for the purpose of restricting competition.

Each person signing the submission certifies that she/he:

A) Is the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or

B) Is not the person in the Respondent's organization responsible within that organization for the decision as to the prices being offered in the submission but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A submission will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the submission will not be considered for award unless the Respondent provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the PICLBA determines that such disclosure was not made for the purpose of restricting competition.

Appendix C

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Respondent's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed: _____

Print Name: _____

Date: _____

Hold Harmless Agreement

A "Hold Harmless Agreement" is required from each contractor engaged on the behalf of the Presque Isle County Land Bank. A separate agreement is required by subcontractors engaged in any portion of the contracted work.

A. Indemnification and Hold Harmless:

To the fullest extent permitted by law, _____ agrees at its own cost to defend, indemnify, and hold harmless The Presque Isle County Land Bank Authority, its officers, agents, representatives, managers, employees, and affiliates from and against any and all claims, suits, liens, judgments, damages, losses, and expenses including reasonable attorney fees and legal expenses and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of any contractor or subcontractor. This agreement is continuous until terminated by either party with written notice.

B. Insurance:

_____ hereby agrees that it will obtain and keep in force an insurance policy/policies to cover its liability hereunder and to defend and save harmless the Presque Isle County Land Bank Authority, its officers, agents, representatives, managers, employees, and affiliates and carry:

- i. Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence/per location, \$2,000,000 in annual aggregate, and \$2,000,000 products/completed operations aggregate.
- ii. Commercial Auto Insurance in amounts not less than \$1,000,000.
- iii. Workers' Compensation and Disability Insurance in amounts complying with industry standards for the work being conducted and to the full statutory limits.
- iv. Environmental Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.
- v. Asbestos Certificate if applicable

Appendix D

The undersigned agrees to all the conditions of this agreement and will furnish the Presque Isle County Land Bank Authority certificates of insurance evidencing that the aforesaid insurance coverage is in force.

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this ____ day of _____, 2024.

Appendix D

Insurance Requirements

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the PICLBA.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all no-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability, as described above, shall include an endorsement stating that the following shall be **Additional Insureds**: Presque Isle County Land Bank Authority.

Commercial General Liability

Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: VALERIE SUE PEACOCK, PRESQUE ISLE COUNTY TREASURER, 151 E. HURON AVE, P.O. BOX 110, ROGERS CITY, MI 49779

Subcontractor Insurance Requirements

All Subcontractors must carry Commercial General Liability Insurance in amounts not less than \$1,000,000 per occurrence/per location, \$2,000,000 in the annual aggregate, and \$2,000,000 products/completed operations aggregate.

All Subcontractors must carry Commercial Auto Insurance in amounts not less than \$1,000,000

All Subcontractors must carry Workers' Compensation & Disability Insurance in amounts complying with industry standards for the type of work that the Subcontractor is conducting. If the Subcontractor will be involved in any environmental remediation of any kind, the Subcontractor must have Environmental Pollution Liability Insurance with a \$1,000,000 limit to new construction projects or demolition.

Appendix E

Exhibit A

Required Federal and State Provisions

A. RECORDKEEPING REQUIREMENTS. Generally, all contractors and subcontractors must maintain records and financial documents related to this contract until at least December 31, 2031. U.S. Treasury may request the transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. See generally, 2 CFR 200.334 through 200.338.

All contractors and subcontractors must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (GAO), Treasury's Office of Inspector General (OIG), and their authorized representative in order to conduct audits or other investigations.

B. UNIFORM GUIDANCE. Under the Final Rule issued by the U.S. Department of the Treasury (Treasury) referenced at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, this contract is subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (the "Uniform Guidance") at 2 CFR 200.317 through 200.327. All payments requested under this program should be accounted for with supporting documentation. All contractors and subcontractors should maintain documentation evidencing that the Program Funds were expended in accordance with federal, state, and local regulations.

C. TERMINATION/RECOVERY OF PROGRAM FUNDS. Treasury requires any Program Funds received pursuant to this Agreement, and any attachments that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to Treasury. The State reserves the right to monitor the Subrecipient and their contractors and subcontractors and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

D. ALL CONTRACTS IN EXCESS OF \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

E. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR Part 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

F. DAVIS–BACON ACT, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor or the State of Michigan, whichever is higher.

In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

G. COPELAND “ANTI–KICKBACK” ACT (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

H. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All contractors and subcontractors must be vetted for debarment. If debarment action has been taken against the contractor, the contract shall be terminated. If debarment action has been taken against any subcontractor, the contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

I. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 CFR 200.322).

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. CONFLICT OF INTEREST (2 CFR 200.318 and 24 CFR 570.611)

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

K. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

L. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

M. **CLEAN AIR ACT** (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

N. LEAD RENOVATION, REPAIR AND PAINTING PROGRAM

Prohibition of Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply with the provisions for the notification and elimination of lead-based paint hazards of said regulations.

O. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTENTION:

Before submitting your bid/proposal please ensure you have the following documents with your bid/proposal.

- Coversheet
- Table of Contents
- Firm Experience and Qualifications
- Staff Experience and Qualifications
- Project Plan and Approach
- Estimated Cost
- Independent Price Determination and Prices Held Firm Certification
- Hold Harmless Agreement
- Insurance Requirements
- W9