



## Request for Proposals Allied Health Office Renovation

ISSUE DATE: March 31, 2023  
ISSUING AGENCY: Bay de Noc Community College  
2001 North Lincoln Road  
Escanaba, MI 49829  
ISSUING AGENT: Sherri Viau  
Senior Accountant

### Purpose

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from licensed, qualified contractors for the minor renovation of the Allied Health offices to support additional office space as part of Bay College's expanding partnership to support Bachelor of Science in Nursing pathways for students. The office additions will provide an improved sense of belonging for nursing students as they have more access and visibility to support staff at the front area of the office.

### Background

Located in the heart of Michigan's beautiful Upper Peninsula, Bay de Noc Community College (commonly known as Bay College) has provided quality higher education for 60+ years. Founded in 1962, Bay College is known in the region for its superior teaching and abundant learning. The Escanaba campus is situated on 150 acres and serves over 5,000 credit students each year, including those completing baccalaureate and master's degree programs sponsored by partnering universities.

Since the early 1970's, Bay College has had a presence in Dickinson County. In 2003, a 25-acre parcel on the north side of Iron Mountain was donated to Bay College. The voters in Dickinson County approved a one mill tax increase to support the construction, maintenance and operation of a new 67,000 sq. ft. facility, matching the State of Michigan's construction funds of \$6 million. Groundbreaking was held in the spring of 2006 and the facility opened in the fall of 2007. Through a unique contractual relationship with the Dickinson County Board of Commissioners, the College has been able to move forward in offering a strong core of transfer degrees and occupational programs to support the local workforce.

Bay College has a strong history of dedicating itself to offering academically excellent and affordable public education in our region. The College prepares students to be continuous learners who succeed upon transfer, work effectively in the contemporary workplace, and function as productive citizens and leaders in their communities.

Bay College is governed by a seven-member Board of Trustees, elected from the citizens of Delta County at-large and responsible for setting policy for the College. With its "open door" enrollment policy, Bay College has consistently focused on serving its constituents with a variety of quality educational programs and training options at a reasonable cost. As a result, a high level of support and excellent working relationships exist between the College and local high schools, business and industry establishments, and community members.

At Bay College,

- we enhance people's lives through wide ranging quality educational opportunities;
- we embody a personalized, caring, innovative, learning-centered environment;
- we embrace excellence, dedication, integrity, responsiveness, and respect;
- and we empower people to make positive changes in their lives and communities.

## Mission

Student Success, Community Success, Culture of Success

## Vision

The College of choice where people thrive, workforces excel, communities connect and lives transform.

## Cultural Beliefs

### **I AM CHANGE**

I create change by overcoming my fears.

### **RESPECT**

I value diverse perspectives and experiences and collaborate with positive intent.

### **LET'S TALK**

I exchange ideas thoughtfully and courageously to facilitate positive outcomes.

### **FEED ME**

I listen objectively to feedback and reflect to improve my performance.

### **CLARIFY EXPECTATIONS**

I clarify goals and expectations first so I can align and manage competing priorities.

### **STAY FOCUSED**

I contribute to every student's success.

## Campus Locations:

Main Campus: 2001 N. Lincoln Rd, Escanaba MI 49829

West Campus: 2801 N US 2 41, Iron Mountain, MI 49801

## Scope of Services

The College is seeking proposals to design and construct 4 additional offices within the existing Allied Health office suite.

### Phase I:

- A. Perform site investigation and evaluate existing office and lounge area.
- B. Plan, design, and present conceptual layouts for review and provide estimates for total cost of project.
  1. Create 4 additional office spaces that are an optimal fit for our needs by utilizing, maximizing, and re-configuring current office and lobby space, and executing renovations as necessary.
  2. Compile verification of mechanical and electrical requirements to ensure the existing and new offices meet the design intent of the space.
  3. Develop any required sketches, drawings/floor plans, bid specifications, plans and schedules to accomplish Bay College's need for office space design and build.

4. Provide detailed estimates of all associated costs.
5. Formulate a project schedule based on conceptual schematic design.
6. Perform local building code analysis of proposed occupancies including but not limited to proposed usage, egress, life/safety requirements and requirements of the Americans with Disabilities Act (ADA).

#### Phase II:

- A. Conduct an engineering survey of the area to be renovated.
- B. Provide any necessary permits.
- C. Demolition and removal of waste of building materials, packaging and rubble resulting from the pre-construction process.
- D. Construction of the new office spaces.

#### Project Requirements

1. **Project Completion:** All work must be substantially completed for occupancy before Friday, August 4, 2023.

#### Work Hours

- Monday through Friday 7am-7pm. Friday May 26<sup>th</sup> through July 31<sup>st</sup>, the campus will be closed on Fridays. If Friday work must be performed during this time for project to be completed by the deadline, work must be coordinated with Bay College Director of Facilities, Steve Carlson (906) 217-4080, email [steve.carlson@baycollege.edu](mailto:steve.carlson@baycollege.edu).

#### Cleanup

- The Contractor is responsible for the proper removal, disposal and cleanup of jobsite materials including removal and disposal of all demolition and construction debris from the jobsite.

#### Regulations

1. **Laws:** The Contractor and its Subcontractor/Suppliers must comply with all Federal, State and local Laws applicable to the work and site.
2. **Permits:** Any required construction permits must be secured and their fees including inspection costs must be paid by the Contractor.
3. **Safety and Protection:** The Contractor and its Subcontractor/Suppliers must comply with all Federal, State and Local laws governing the safety and protection of persons or property, including but not limited to the Michigan Occupational Safety and Health Act (MIOSHA), 1974 PA 154, as amended.
4. **Environmental Requirements:** The Contractor and its Subcontractor/Suppliers must comply with all applicable Federal, State and Local environmental Laws and standards, orders or requirements including but not limited to the National Environmental Policy Act of 1969, as amended, Michigan Natural Resources and Environmental protection Act. P.A. 4561 of 1994, as amended, the Clean Air Act, as amended, Pollution Prevention Act, as amended, Resource Conservation and Recovery Act, as amended, and National Historic Preservation Act, as amended.

#### Evaluation Process:

The College's evaluation team includes personnel from the Facilities department as well as other Administrative personnel. Evaluation team members will read and evaluate proposals and promptly make bid award recommendation(s). The negotiation process, which includes the finalization of project scope, terms and conditions, and financial and legal issues, will begin immediately following the issuance of the bid award(s).

#### Evaluation Criteria:

Contract Award may be considered for the qualified provider who rates the highest in the categories outlined below and who best matches the needs of the College. The maximum number of points is 100.

**A. Experience and Qualifications**

**20%**

1. Company background - structure of company, financial stability and longevity.
2. Experience and expertise – contractor shall demonstrate the knowledge, ability, and technical expertise required to provide management and technical supervision through competent supervisors.
3. Staffing availability and qualifications – contractor shall demonstrate the ability to maintain a staff of qualified employees adequate to ensure continuous performance of the proposed work according to timeline and through to completion of the project.
4. Minimum of three references.

Preferences will be given to respondents demonstrating strong capacities, experience and reputation in projects similar to those described in this RFP, and providing satisfactory documentation of the respondent's financial condition and stability.

**B. Proposal Submission Details**

**15%**

Proposals should include a detailed and sound technical approach to meeting the College’s project objectives.

Proposals must also include the following required submittals:

- Company Profile (Exhibit A)
- Bid Form (Exhibit B)
- Familial Disclosure Form (exhibit C)
- Iran Economic Sanctions Act Certification (Exhibit D)

**C. Financial Consideration**

**25%**

Price is one of the primary factors in the award of the proposed project.

**D. Ability to Implement Project**

**40%**

Proposals should illustrate that a reliable and proven project team has been identified for the work. Timelines should also be established to prove the feasibility of the project.

**Mandatory Pre-bid Walk-through**

Bidders are required to attend a **mandatory pre-bid walk-through** on Thursday, April 13, 2023, at 1:00 pm ET at Bay College, 2001 North Lincoln Road, Escanaba, MI 49829, commencing in front of the **Allied Health Office Suite BHAT 422**, located in the **Besse Health and Science building**. Bidders are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, and general character of the site, knowledge of conditions affecting the work. The act of submitting a bid is to be considered as full acknowledgment that the bidder inspected the site and is familiar with the conditions and requirements of these specifications.

**Bid Bond**

A Bid Bond executed by a Treasury listed surety company acceptable to Bay de Noc Community College or a cashier’s check in the amount of at least 5% of the sum of the proposal shall be submitted with bid/proposal if bid amount is greater than or equal to \$100,000. All proposals shall be firm for a period of at least sixty (60) days.

**Performance Bond**

Successful bidders whose proposals are \$100,000 or more will be required to furnish satisfactory Performance and Payments Bonds by a Treasury listed surety in the amount of 100% of their bid. The cost of Bond(s) shall be included in each proposal.

## Payment and Compensation

Payment terms shall be 50% down. Contractor will then bill monthly percent completion progress billings. The College will retain 5% of the full project cost, with final payment being made after the College deems satisfactory completion of the project.

## Pricing Discounts:

Please provide the most favorable pricing Bay College is eligible to receive. The College is eligible for State of Michigan and higher education discounted pricing. In addition, the College is a member of several cooperative purchasing organizations including: [E&I Cooperative Services](#), [MHEC](#), [NASPO](#), [NCPA](#), [OMNIA Partners](#), [Sourcewell](#) and [MiDeal](#). If pricing is being quoted according to one of the discounts mentioned above (or other available discount), please specify and reference the contract number, term and point of contact, if applicable.

## General Instructions and Additional Terms

1. This RFP is not a binding offer by the College and acceptance of the terms of this RFP by any Bidder shall not create a binding contract with the College. Bay College reserves the right to negotiate the terms and conditions of any agreement that may result from this RFP process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with College procurement requirements.
2. A proposal submitted in response to this RFP shall constitute an offer of the Bidder. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Bidder shall indicate acknowledgment of this condition. A Bidder acknowledges that the College may accept a submission in response to this RFP in whole or in part. Bidder acknowledges its acceptance of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Bidder shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP. The College reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award any Contract to an entity or person that is not the Bidder submitting the lowest bid.
3. The College reserves the right in its sole discretion to accept or reject, in whole or in part, any or all Proposals with or without cause, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract. The College reserves the right to request additional information from any or all Bidders, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal.
4. Bidders may not contact any College employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to the contact person listed on the RFP.
5. All questions will be responded to by addendum and posted to the College's website as time permits. The timing of any question or answer shall have no bearing on the response deadline.
6. Proposals may be withdrawn by written request from Bidder prior to the date and time established for the opening. Proposals submitted early may be modified or withdrawn prior to the submission deadline. Any modified or resubmitted Proposal shall be submitted in the same fashion as required by this RFP and shall be worded so as not to reveal the amount of the original proposed sum. Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.
7. All late proposals will be rejected.
8. All proposals must be signed by a duly authorized representative of the Bidder; all unsigned proposals will be rejected. By submitting a Proposal, each Bidder is attesting to the following: (a) Bidder has read and understands the RFP and project requirements and the Proposal is made in accordance therewith, (b) Bidder warrants that it is familiar with the scope of work to be performed, and (c) Bidder's price is based upon all required work, personnel, supplies, materials and equipment, taxes and other costs described in the RFP and in accordance with all terms and conditions without exception.
9. Collusive Bidding and Relationship Disclosure.

- a. The Bidder certifies that its Proposal is made without any previous understanding, agreement or connection with any person, Firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.
10. Proposal prices must be good for a period of ninety (90) days from the date of opening.
  11. Each Bidder submitting its Proposal releases the College from any and all claims arising out of, and related to, the RFP process and the selection of a Vendor.

The Bidder will act as an independent contractor with respect to the College in the performance of its duties and under no circumstance shall any of the employees of one party be deemed the employees of the other for any purpose. Accordingly, the Bidder shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of Bidder's activities, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. The Bidder shall not be considered an employee of the College, nor is Bidder entitled to participate in any plans, arrangements, or distributions by the College pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans.

#### Proposal Inquiries:

All inquiries concerning proposals should be directed to Steven Carlson, Director of Facilities, at (906) 217-4080 or [steve.carlson@baycollege.edu](mailto:steve.carlson@baycollege.edu). Alternate contact is Sherri Viau at (906) 217-4070 or [sherri.viau@baycollege.edu](mailto:sherri.viau@baycollege.edu).

**Inquiries must be initiated by April 21, 2023.** Responses to inquiries and clarification requests will be posted on mybay → Bay College Community tab → Request for Proposal → Allied Health Office Renovation RFP Q & A:

[https://mybay.baycollege.edu/ICS/Community/Request\\_for\\_Proposal.jnz](https://mybay.baycollege.edu/ICS/Community/Request_for_Proposal.jnz)

#### Proposal Requirements:

- Proposals shall include completed Company Profile – Exhibit A.
- Proposals shall include an Iran Economic Sanctions Act Certification Form – Exhibit B.
- Proposals shall include a Familial Disclosure Form – Exhibit C.

#### Proposal Due Date:

Sealed proposals must be received no later than 1:00 p.m. ET on **Friday, April 28, 2023** and will be publicly opened at **1:00 p.m. ET** in SC 504.

#### Proposal Copies:

Prospective Bidders are instructed to deliver **one original and 2 copies** of the proposal, enclosed in one sealed box or other package, in a manner that assures receipt by the proposal due date. Package must be sealed and designated prominently "**Allied Health Office Renovation**" All proposals must be received at 2001 N Lincoln Road, Escanaba, MI 49829 by the RFP deadline.

#### Notification Date:

Notification to the successful Bidder will be by **Friday, May 5, 2023**.

#### Insurance Requirements:

Prior to commencing work, the Bidder shall provide the College evidence of the following insurance coverage:

- a. Comprehensive General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations;
- b. Worker's Compensation insurance having limits not less than those required by applicable statute;

- c. Property Damage coverage in an amount not less than \$100,000 for damage.
- d. Business Automobile Liability insurance having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles.

**Verbal Instruction Procedure:**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any Bay College employee. Only this document may be considered as a duly authorized expression on behalf of Bay College. Only those communications that are signed and in writing will be recognized by the college as duly authorized expressions on behalf of Bidders.

**Freedom of Information Disclosure:**

Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Michigan Freedom of Information Act.

**Non-Discrimination:**

The Bidder in bidding, quoting and/or filling a purchase order agrees not to discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin or ancestry. This covenant is required based upon Section 4 of Act no. 251, Public Acts of Michigan of 1955 and any breach thereof may be regarded as a material breach of the contract or purchase order.

**Cost:**

Any costs associated with preparing proposals in response to this RFP are the sole responsibility of the Bidder.

**Acceptance or Rejection of Proposal:**

Bay de Noc Community College, may at its sole discretion, reject any or all proposals received, or waive minor defects, irregularities, or informalities therein.

**Planned Timeline:**

March 31 <sup>st</sup>	RFP released
April 13 <sup>th</sup>	Mandatory Walkthrough 1 pm ET - BHAT 422
April 21 <sup>st</sup>	Deadline for Questions
April 28 <sup>th</sup>	Sealed Bids Opened 1 pm ET - SC 525
By May 5 <sup>th</sup>	Notification of Successful Bidder
August 4 <sup>th</sup>	Desired Completion

## COMPANY PROFILE

As part of the evaluation of proposals, Bay College will determine the bidder's qualifications to provide the services requested. Therefore, each bidder shall provide information that establishes its qualifications and capabilities. The responses provided in this section will be considered in the award of contract decision. Failure to provide this information may result in rejection of the bid.

Please provide the following information regarding your business. **This form is required as part of your bid submission.** You may attach additional sheets or documents as needed.

1. Company Name: \_\_\_\_\_
2. DUNS Number or Federal Tax ID#: \_\_\_\_\_
3. Number of years in business: \_\_\_\_\_
4. Number of years under current management: \_\_\_\_\_
5. Total number of employees: \_\_\_\_\_
6. Total number of service employees: \_\_\_\_\_
7. Number of employees to be assigned to this proposed project: \_\_\_\_\_
8. Office locations (service, retail, other): \_\_\_\_\_  
\_\_\_\_\_
9. Company website address: \_\_\_\_\_
10. Insurance: Please provide proof of insurance per specifications
11. References: List three to five references for which your company has performed similar scope and size work for, include company/agency name, contact name, telephone number and email address.
  - 1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COMPANY PROFILE

2 cont) \_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. List all subcontractors who will be performing work, if awarded, including contact name and telephone number or check box below.

No subcontractor will be performing work on this project. \_\_\_\_\_  
Please initial above

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Please provide references for each subcontractor under separate attachment.

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Familial Disclosure Form

AFFIDAVIT OF \_\_\_\_\_  
(insert name of affiant)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ makes this Affidavit under oath and states as follows:  
(insert name of affiant)

- 1. I am a/the:
  - President
  - Vice-President
  - Chief Executive Officer
  - Member
  - Partner
  - Owner
  - Other (please specify) \_\_\_\_\_

of \_\_\_\_\_ [insert name of contractor], a bidder for a Bay de Noc Community College RFP/RFB/RFQ.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the Board of Trustees and/or employees of Bay de Noc Community College:

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3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the College will rely on my representations in evaluating bids for the RFP/RFB/RFQ.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

\_\_\_\_\_  
*(signature of affiant)*

Dated: \_\_\_\_\_

Subscribed and sworn before me in \_\_\_\_\_ County,  
State of \_\_\_\_\_, on the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed)

Notary public, State of \_\_\_\_\_, County of \_\_\_\_\_

My Commission expires on \_\_\_\_\_

Acting in the County of \_\_\_\_\_

**Iran Economic Sanctions Act Certification**

I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (bidder), or I am bidding in my individual capacity (“Bidder”), with authority to submit a binding bid for the RFP/RFB/RFQ from Bay de Noc Community College. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. (“Act”). I am fully aware that the College will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(date)