



Request for Proposals (“RFP”)
Former Lake Orion Lumber Company
Partial Demolition

Property Location: 215 S. Broadway St. Lake Orion MI 48362

RFP NO. 24-001

EVENT	DATE
Issuance of RFP	Thursday, October 17, 2024
Publication Date	Thursday, October 17, 2024
Pre-Proposal Meeting/Tour (2:00 p.m.)	Tuesday, October 29, 2024
RFP Question Deadline (5:00 p.m.)	Tuesday, November 5, 2024
Proposal Submission Deadline (3:00 p.m.)	Tuesday, November 12, 2024
Consideration/Award	Wednesday, November 13, 2024

A **Pre-Proposal Meeting/Tour** is scheduled to discuss requirements under this RFP and tour the property described in this RFP. While attendance is at the discretion of the Proposer, those who do not attend will be deemed to have attended and to have received the information provided at the meeting/tour.

INTENT

The Lake Orion Downtown Development Authority (hereinafter referred to as “DDA”) is requesting sealed proposals from qualified individuals or businesses interested in contracting with DDA to provide demolition and clean-up services of multiple barns, collapsed sheds, semi-trailer enclosures, and general debris interior to the same, such structures consisting of approximately 2 sq. ft. located at **215 S. Broadway St., Lake Orion MI 48362**. All proposals must be submitted on the form provided by DDA, and further must be properly executed in the space(s) provided. The demolition site area and structure(s) are identified on the aerial maps and pictures attached to this RFP.

The demolition must be completed within 60 days of proposal acceptance.

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and one (1) copy** of their proposal on the RFP Submission Form provided by DDA. The original proposal must be clearly marked “**Proposal for DDA RFP No. 24 - 01**” and include an original signature, in ink, to be accepted. Proposals must be received in DDA’s Office at 118 N. Broadway St., Lake Orion, Michigan no later than **3:00 p.m. (EST) on Tuesday, November 12, 2024**. It is the Proposer’s sole responsibility to assure that the proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. There will be no public opening; however, the name of each proposal received will be read aloud for public record. ***Any proposal received after 3:00 p.m. on the above-referenced date shall not be considered.***

Proposals should be prepared simply, providing straightforward, concise description(s) of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP.

Proposals shall be delivered using one of the following methods:

Hand-Deliver to:

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

Electronic Mail to:

gibb@downtownlakeorion.org
*It is the senders’ responsibility to
verify all file types and sizes are
deliverable via email.*

Ship to (FedEx, UPS, etc.):

LAKE ORION DDA
c/o Matthew Gibb
118 N. Broadway St.
Lake Orion MI 48362

PRE-PROPOSAL MEETING/TOUR

A pre-proposal tour and meeting to discuss DDA’s requirements pursuant to this RFP will be held on **Tuesday October 29, 2024 at 2:00 p.m. (EST)** at the demolition site located at **215 S. Broadway St. Lake Orion MI 48362**. Attendance at this pre-proposal meeting/tour **IS NOT** mandatory but interested parties are **STRONGLY** encouraged to attend. Those needing any accommodation should contact the DDA Office prior to the scheduled tour date for assistance.

CHANGES, QUESTIONS, AND INQUIRIES

All questions regarding this RFP must be submitted in writing and e-mailed to Matthew Gibb at gibb@downtownlakeorion.org. All e-mails must indicate “DDA RFP No. 24-01” in the subject line. It is the sender’s responsibility to verify receipt of email. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (EST) on Tuesday, November 5, 2024.**

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.downtownlakeorion.org. It shall be the responsibility of interested proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all Addendums will be posted on the DDA website.

METHOD OF AWARD

Proposals will be evaluated by DDA. DDA will consider the completeness of a proposal and how well the proposal meets the needs of DDA. This RFP may be awarded to the Proposer who will provide the demolition services at the best value for DDA, in compliance with Michigan law.

DDA reserves the right to waive any informalities or technical errors or consider alternate proposals and award on an individual basis, or any combination that in its judgment will best serve the interests of DDA.

DDA reserves the right to request that any Proposer clarify its proposal or supply any additional material deemed necessary to assist in the evaluation of the proposal.

DDA reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Proposer can offer. The Proposer selected will be expected to enter a contract with DDA based on DDA's standard contract terms and conditions, attached hereto as Exhibit "A" to this RFP.

SCOPE OF WORK

Salvage of Materials – The Proposer shall take ownership and responsibility of all scrap/salvage materials not otherwise stored for DDA use in the project. It is the intention of the DDA to have deconstructed such salvage and usable materials prior to the commencement of demolition services. In the event such deconstruction is ongoing, the contract upon acceptance of proposal shall reflect an adjusted timeline, not to interfere with Proposer's schedule.

Demolition – The Proposer will be responsible for demolition, removal, and proper disposal of the structures, concrete foundation and slabs, and all contents of all identified structures ***within sixty (60) days of proposal acceptance***. The Proposer will be responsible for all costs of transport and proper disposal of all demolition debris.

The demolition and disposal includes, but is not limited to;

- Fifteen (15), wood constructed structures, with either metal or asphalt roofing. The structures range in size from garden shed(s) to wood frame barn(s). the total base square footage of all structures is approximately 10,758.
- Four (4) semi-trailer converted storage units, three with wheels and axels, one sitting on grade.
- All wood structures are constructed either on grade or on slab. Some have a short stem wall. On grade concrete areas.
- Several structures scheduled for demolition contain construction products, lumber, fasteners, doors, and other materials formerly for sale as a lumber yard. All of this debris must be removed as part of the contract.

Certifications and permits – The Proposer will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory and governmental agencies.

Utility Locates and Disconnects – The proposer will be responsible for affirming, coordinating and ensuring utility locates and disconnects. DDA has disconnected DTE Services at the site.

Reuse of Materials – Unless specifically identified in writing by the parties, and included in a separate executed agreement addended to the principal contract, no materials from the project are proposed for reuse by DDA. All materials will belong to Proposer who shall be solely responsible for proper removal and disposal.

Extent of Underground Demolition and Site Grading – There is no underground demolition anticipated beyond the concrete foundation(s)/slab/stem wall(s) of any structure. The Proposer will be responsible for the demolition of the foundation and any grading necessary to provide positive surface drainage away from the demolition area. Upon completion of demolition and clean-up, the property shall be returned to its natural state - leveled to grade and free of construction material and debris.

Responsibility for Temporary Facilities – The Proposer will be responsible for all temporary facilities necessary to successfully complete the project. Portable restrooms and site fencing are required.

Special Requirements – Caution and care must be exercised to prevent damage to adjacent property and to ensure that existing structures in the area can operate normally without significant disruption during demolition activities. Any required property access shall be approved by DDA at least 48 hours in advance. Any damage to road surface (rutting) or adjacent infrastructures will be at the responsibility of the Proposer.

Storm Water Containment- To block solids in storm water runoff to all nearby stormwater and detention areas, the Proposer must secure any necessary permitting, including soil erosion, and use silt screens or secure loose dirt by using approved methods to avoid discharge. Storm water best management practices must be implemented.

Safety- The Proposer shall comply with safety rules and regulations pertaining to the activity, and shall govern employees according to, and in compliance with the applicable OSHA and Worker's Compensation Regulations. Precautions and safety measures shall be provided for the safety of all workers. The Proposer shall maintain an accurate record of exposure data on all accidents incidental to work performed under this contract resulting in death, personal injury, occupational disease, or damage to property, materials, supplies, or equipment. Proposer shall provide information describing the specific safety measures/plans to be used in this project to protect personnel, public, structures, and infrastructure.

Hazardous Materials – Preliminary inspections of the site have been performed to visually identify any contamination related to hazardous materials, and Proposer acknowledges the receipt of the presently available reports to assess the proper and lawful handling of all hazardous materials that are associated with any aspect of this scope of work. **Proper handling and disposal of all hazardous materials is a material condition of the contract.**

EVALUATION CRITERIA

The following criteria will be used by DDA staff to evaluate the proposals:

- **Qualifications/Experience** – The qualifications and experience of the Proposer in demolition services for historic properties. The proposal should describe Proposer's qualifications, including any experience or approach that would benefit the project as a whole. The proposal should include examples of similar projects and any concepts where Proposer's unique ability might benefit the project.
- **Schedule/Fee:** The Proposer shall provide an estimated project schedule and timeline to complete the scope of work. Proposer shall provide DDA with a lump sum price for performing the work, taking ownership of all materials in the demolition process, and grade restoration of the effected property.

Only Proposals meeting the following base information will be considered:

- An authorized representative must sign the proposal, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- The name and mailing address of the business and the signature of at least one of the owners must be shown.
- DDA reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself, as well as, insurance documentation. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- A Proposer's prior performance on similar contracts may be considered in evaluating proposals. Any additional information requested shall be considered as part of the proposal and evaluated as such. DDA reserves the right to negotiate a best and final offer with the selected Proposer.

THE FOLLOWING ATTACHMENTS MUST BE COMPLETED AND INCLUDED IN ANY PROPOSAL

DDA RFP NO. 24-01
NON-COLLUSION CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person or business herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to DDA for consideration in the award of a contract on the improvement described as follows:

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2024.

Notary Public

DDA RFP NO. 24 - 01

Submission Form

RFP No: 24-01
RFP Due Date: 3:00 P.M. (EST)
November 12, 2024

Submit to: LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY
c/o Matthew Gibb, Executive Director
118 N. Broadway St.
Lake Orion, MI 48362

As outlined in the Evaluation Criteria of this RFP, please be sure to attach evidence of the following:

- Qualifications and experience
- References
- Any deviations or alterations from the scope of work
- Timeline for completion of Scope of Work
- Itemized Cost breakdown
- Current Insurance Certificates (General Liability / Worker's Compensation)

Company Name: _____

Principle Contact: _____ Title: _____

Contact Number: _____ Email: _____

The undersigned certifies that the information provided in its submission of response to DDA RFP 24 - 01 is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ADDITIONAL CONDITIONS AND TERMS

Instructions:

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to DDA, unless otherwise specified elsewhere in this proposal request.

RFP Return

Unless submitting via electronic mail, **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with a best offer price extended.

Proposal must be sealed, and to ensure proper recognition upon its arrival, list the Proposal Number, Proposal Description (Lake Orion Lumber Demo) and the Proposal Opening Date on the outside of the envelope.

Late Proposals:

Proposals must be received prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

Acceptance:

DDA reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **to obtain the best value for DDA.**

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- Failure to follow instructions furnished by DDA;
- Lack of signature by an authorized representative on the proposal form;
- Failure to properly complete the proposal;
- Evidence of collusion among proposers; or
- Unauthorized alteration of proposal form. DDA reserves the right to waive any informality or irregularity.

All proposers are hereby notified that DDA shall consider all factors it believes to be relevant in selecting the offer that provides the best value for DDA including, but not limited to the offer price, the proximity of the proposer, proposer's ability to perform the contract for DDA, the delivery date and timeline to complete the scope of work, the reputation of the proposer, prior performance of contracts with DDA, the proposer's compliance with ordinances and regulations, and any relevant criteria specifically listed in this request for proposal. The contract may be awarded either to the highest responsible proposer or to the proposer who provides services at the best value for DDA. The decision of DDA shall be final. DDA prefers to award the entire contract to a single proposer.

Upon acceptance and award of the RFP, DDA shall promptly issue its proposed contract which shall be in accord with all general industry standards. The contract shall not be assignable and shall comply with the insurance requirements of the Village of Lake Orion. Proposer shall be responsible for adherence to all environmental laws and regulations that apply to the scope of work under the contract.

Firm Offer Price:

Proposers must hold their proposal offer price firm for 60 days after the proposal opening date to allow DDA sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold its proposal offer price firm for the duration of the Contract. Sealed competitive proposals may not be negotiated, amended or changed after the proposal opening date.

Lump Sum Proposals:

Lump sum proposals will only be accepted. DDA will not accept payment on terms under this Request for Proposal.

Liability:

Proposer shall be liable for all damages incurred while in performance of the work to be performed hereunder. Proposer assumes full responsibility for the work to be performed hereunder, dangerous as it is, and hereby releases, relinquishes, and discharges DDA, its officers, directors, agents, employees, and members from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, proposer, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with Proposer's work, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Indemnity:

TO THE FULLEST EXTENT PERMITTED BY LAW, PROPOSER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS DDA AND EACH OF ITS AFFILIATES AND SUBSIDIARIES AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS, AND END USERS (COLLECTIVELY, THE "DDA INDEMNITEES") FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND THE COST OF SETTLEMENT, JUDGMENT OR VERDICT INCURRED BY OR DEMANDED FROM ANY OF THE DDA INDEMNITEES (EACH A "CLAIM"), ARISING OUT OF, RESULTING FROM OR RELATED TO: (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE GOODS, SERVICES, DELIVERABLES OR BY ANY ACT OR OMISSION OF PROPOSER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION, INTENTIONAL MISCONDUCT OF PROPOSER AND ANY OF ITS SUBCONTRACTORS OR SUPPLIERS, IN THEIR PERFORMANCE OF THIS CONTRACT OR ANY RELATED STATEMENT OF WORK; (C) PROPOSER'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS CONTRACT OR ANY RELATED PURCHASE ORDER OR STATEMENT OF WORK, INCLUDING COMPLIANCE WITH ALL LAWS AND REGULATIONS IN THE PERFORMANCE OF PROPOSER'S WORK; (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY GOODS, SERVICES, OR DELIVERABLES DELIVERED PURSUANT TO THIS CONTRACT OR ANY PURCHASE ORDERS AND STATEMENTS OF WORK; AND/OR (E) ANY CLAIMS FOR PAYMENT BY PROPOSER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS, WHICH INDEMNIFICATION OBLIGATION FOR SUCH CLAIMS SHALL INCLUDE REIMBURSING DDA INDEMNITEES FOR ALL COSTS ASSOCIATED WITH THE RELEASE OR EXTINGUISHMENT OF ANY LIENS THAT MAY ARISE DUE TO CLAIMED NON-PAYMENT TO PROPOSER'S EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS IN CONNECTION WITH THE GOODS, SERVICES AND DELIVERABLES UNDER THIS CONTRACT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 15. IN NO EVENT WILL PROPOSER ENTER INTO ANY SETTLEMENT WITHOUT DDA INDEMNITEE'S PRIOR WRITTEN CONSENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT AND ANY APPLICABLE PURCHASE ORDERS AND STATEMENTS OF WORK.

Conflict of Interest:

By doing business or seeking to do business with DDA, Proposer acknowledges that there is no real or perceived conflict of interest with Proposer's pursuit of this Request for Proposal.

Insurance

The Proposer shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of its work hereunder. Proposer will maintain during the life of this Contract at least the following types and limits of insurance:

Commercial General Liability Insurance covering all operations under the Contract shall have limits not less than \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for property damage, and with limits of \$2,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Automobile Liability Insurance on any and all motor vehicles used in connection with the Contract, whether owned, non-owned, rented or hired, shall have limits for bodily injury or death of not less \$1,000,000 as to any one claim and \$1,000,000 as to any one occurrence for property damage, and with limits of \$1,000,000 as to any one claim and \$2,000,000 as to any one occurrence for personal injury and death. The required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Workers' Compensation and Employers' Liability Insurance, as required by law, covering all its employees who perform any of the obligations of the Proposer under the Contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.

DDA is to be included as an additional insured on Proposer's Commercial General Liability and Automobile Liability policies to the extent of the Proposer's obligations under the Contract. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to DDA. Upon formation of this Contract, Proposer's insurance company or agent will directly provide DDA with a Certificate of Insurance evidencing the foregoing required coverage which shall provide not less than thirty (30) days prior written notice to DDA of any cancellation or material change in the insurance and upon renewal of the policies describes above.

Prior to the commencement of any work a Certificate of Insurance evidencing the required coverage must be provided by email directly from Proposer's insurance company or agent.

Non-Discrimination Clause:

In the performance of any contract or purchase order resulting wherefrom, the contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the village regulating or applying to public improvements. Furthermore, the contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, gender identity, sexual orientation, height, weight, marital status, or physical or mental disability, except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The contractor further agrees that every subcontract

entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

Ethics Policy:

Gratuities: It shall be unethical for any person to offer, give, or agree to give any village employee or former village employee, or for any village employee or former village employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ADA Compliance:

The Lake Orion Downtown Development Authority will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the Dda and the Village of Lake Orion. Individuals with disabilities requiring such auxiliary aids or services should contact the Village of Lake Orion by writing or calling:

Sonja Stout, Village Clerk
(248) 693-8391 x 102
21 E. Church St. Lake Orion, MI 48362.

ATTACHMENTS:

SITE INVENTORY
SITE MAP
HAZARDOUS MATERIALS TESTING REPORT Select Portions
PHASE II Select Portions
FULL BASELINE ENVIRONMENTAL ASSESSMENT
AVAILABLE ON REQUEST

IN ADDITION TO THE ATTACHED:

DOCUMENTS SUPPORTING THIS DDA RFP NO. 24-01 CAN BE FOUND at
www.downtownlakeorion.org on the page titled LUMBER YARD