

BAY MILLS INDIAN COMMUNITY  
"GNOOZHEKAANING" PLACE OF THE PIKE



WEBSITE: BAYMILLS.ORG

BAY MILLS TRIBAL ADMINISTRATION  
12140 West Lakeshore Drive  
Brimley, Michigan 49715

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## REQUEST FOR QUOTES

### Request for Quotes for Dump Site Clean Up and Gate and Signage Installation Activities September 2024

The Bay Mills Indian Community (BMIC) is requesting quotes from qualified firms to perform clean up activities and gate and signage installation at a dump site located on Sugar Island, MI.

#### **Background:**

Bay Mills Indian Community is utilizing up to \$24,000 of Indian Health Service funding for the clean-up of a dump site, as well as installation of a lockable gate and signage to limit future access to the site. The trash and debris at the dump site is mostly from household dumping and contains metal, glass, plastic, appliances, tires, remnants of vehicles, a boat and a small concrete foundation. No hazardous waste has been observed at the site. The site is approximately one acre with scattered areas of debris and trash. Extent of project work area will be flagged or otherwise marked. A mini-excavator, hand tools and other equipment may be needed to remove debris. If needed, trees up to three inches in diameter may be cut to improve access to debris. Throughout the project the firm will work closely with the BMIC Project Manager to determine extent of debris removed and a suitable gate and signage placement. The project will be considered complete when the site is cleared of trash and debris, any ruts created during the debris removal process have been filled, and a gate and signage are installed.

#### **Scope of Work:**

The successful bidder will perform the tasks listed below and will work closely with the BMIC Project Manager to accomplish these goals within the proposed timeframe:

- 1) Perform work within the hours of 8am and 8pm.
- 2) Perform clean-up activities on dispersed dump areas throughout the one-acre site.
- 3) Provide dumpsters for debris and trash.
- 4) Properly remove and dispose of all trash and debris at a qualified landfill and provide landfill receipts. No burning of debris.
- 5) Scrap metal may be collected and taken to local scrap yard, if desired.
- 6) Provide and install 12 ft. metal lockable gate approved by BMIC Project Manager.
- 7) Install one 12" x 18" sign on gate. Sign will be provided by BMIC.
- 8) Smooth out any trenches or ruts created during the debris removal process.
- 9) Document clean up with photographs, log of work performed, copies of invoices and/or receipts for purchased or rented items, landfill services, etc., and provide weight and volume of debris removed.
- 10) As part of demobilization, the worksite and staging area will be left clean with no remaining materials such as trash, debris, equipment, dumpsters, etc.
- 11) A fire extinguisher is required to be on the work site if any cutting of trees occurs.

**Project should be completed by November 15, 2024.**

***Quotes for this project must be submitted by Friday September 13, 4:00pm EST.***

Quotes may be sent to or dropped off at BMIC Tribal Administration Building, located at 12124 W. Lakeshore Drive, Brimley, MI 49715 at attention to Jennifer Satchell, or email quotes to Jennifer Satchell at [jmsatchell@baymills.org](mailto:jmsatchell@baymills.org). Quotes received after the deadline will not be accepted. A site visit prior to submitting a quote is highly recommended but not mandatory, and should be scheduled in advance. Contact Jennifer Satchell via email [jmsatchell@baymills.org](mailto:jmsatchell@baymills.org) or at (906) 248-8655 with any questions regarding this Request for Quotes or any of the requirements outlined in the scope of work.

**Quote Requirements:**

- 1) **Qualifications:** Provide brief explanation of experience with debris removal.
- 2) **Methodology:** Provide brief explanation of how the tasks will be completed.
- 3) **Schedule:** Provide an estimated project schedule.
- 4) **Cost quote:** Provide proposed cost to complete project.
- 5) **Native American Preference (Optional):** Provide any evidence to demonstrate that the firm is a qualified, Native American-owned enterprise, with at least 51% active ownership by a member of federally recognized Native American tribe.

**Project Award**

The rating factors and values to be used in award of this contract are as follows and out of a possible 100 points:

| Criteria   | Points |
|--|--------|
| <b>Relevant Experience:</b>                      |        |
| Demonstrated experience with clean-up activities | 50     |
| <b>Qualifications</b>                            | 30     |
| <b>Cost</b>                                      | 15     |
| <b>Native American Preference</b>                | 5      |

**Compensation**

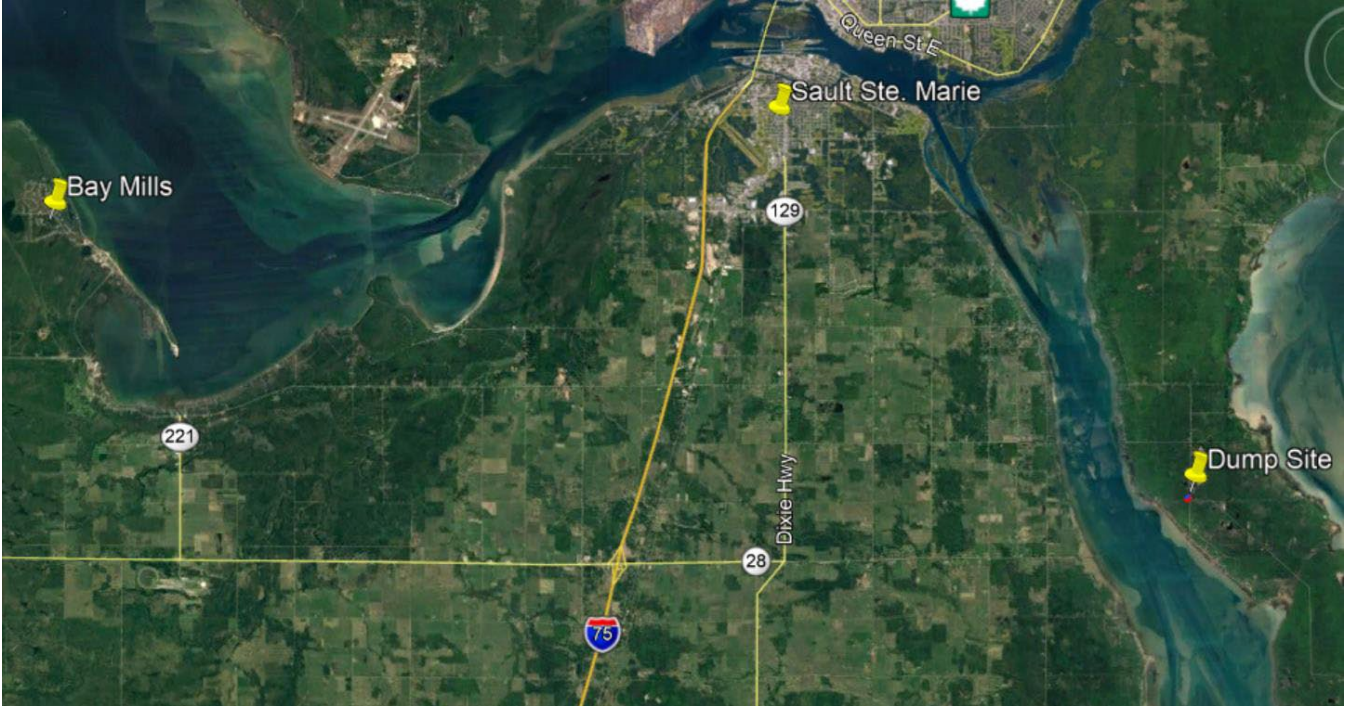
The quote should provide a cost for all work associated with the services. The final cost of services may be negotiated, prior to award of the contract, or as a result of additional quantities of work provided. Payment will be provided after satisfactory completion of the work as determined by the BMIC Project Manager.

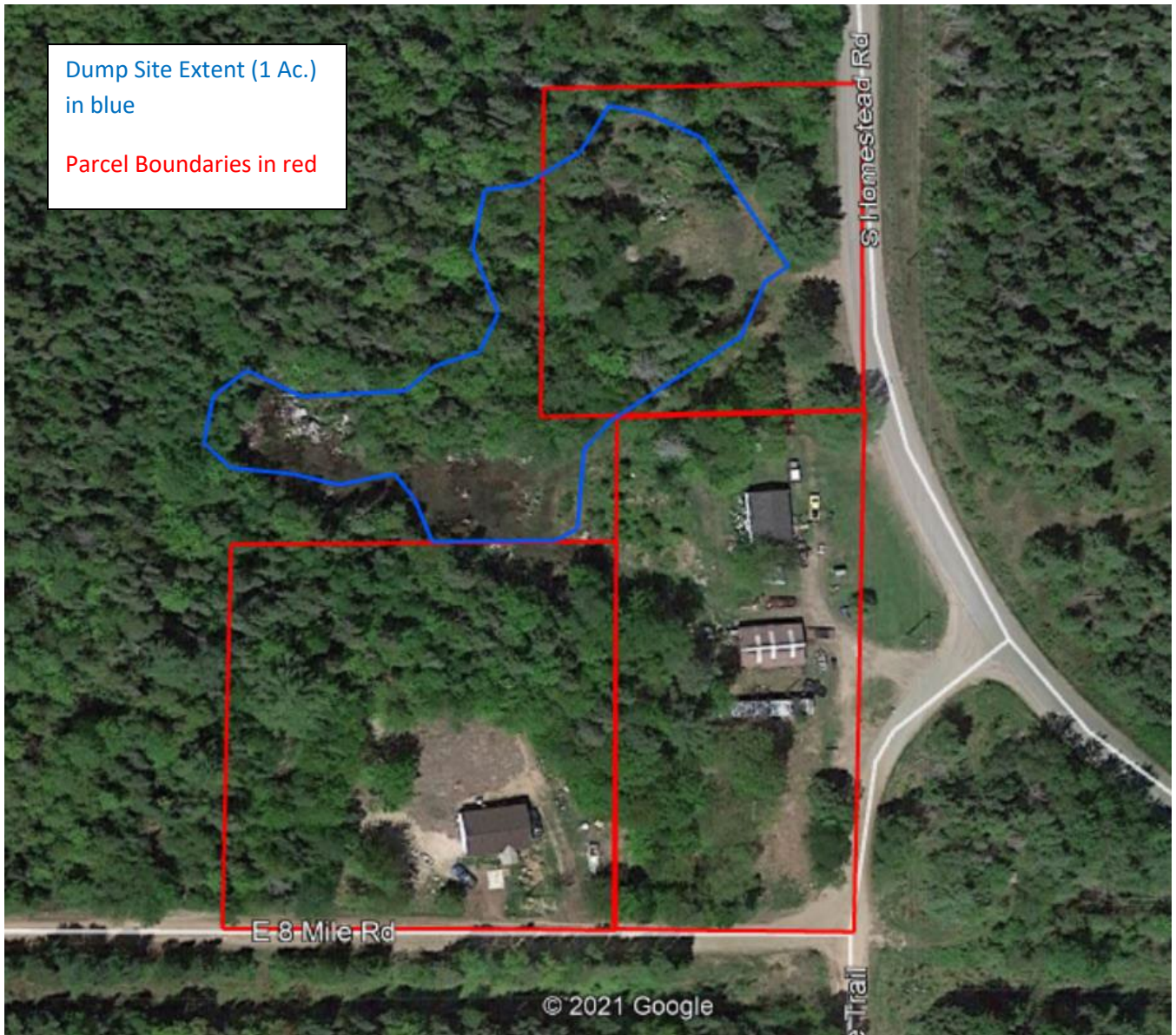
**Attachments**

- Directions and Maps
- Site Photos
- IHS Administrative Requirements

**Directions and Maps**

Directions: From the Ferry - East on Sugar Island Rd. South on South Brassler Rd. East on East 6 Mile Rd. South on S. Homestead Rd. Site is on west side of road and just north of the junction of E 8 Mile Rd., S Homestead Rd and S. Kolke Rd.





Dump Site Extent (1 Ac.)  
in blue

Parcel Boundaries in red

## Dump Site Photos



**Access point from Homestead Rd. Gate needed across entrance**



**Household trash scattered throughout site. Piles of debris extend downward an unknown depth.**



**Vehicle parts, furniture, random debris throughout site.**



**Abandoned vehicle parts**



**Several appliances and piles of tires**



**Abandoned boat**



**Tires and miscellaneous debris**

**SECTION 01300  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Section includes the administrative notes and requirements for this contract.

1.02 For all contracts:

- A. The Indian Health Service (IHS) is the engineer for this project; however, this is not a federal contract. IHS reserves the right to inspect the work performed by the Contractor or any of its Subcontractors. IHS does not represent the Tribe and the Tribe does not represent IHS regarding any matter related to administration of this Contract.

B. Indian Preference

1. IHS Indian preference requirements apply to the solicitation and award of this contract. Indian Preference will be used in selecting the contractor for this Work. If Bidder is eligible for Indian preference, documentation of tribal affiliation and ownership of the bidding enterprise must be provided with Bid.

Contractor agrees that, to the greatest extent feasible, preferences and opportunities for training and employment in connection with this Agreement shall be given to Indians; and, as reasonable, preference in the award of any subcontracts in connection with this Agreement shall be given to Indian organizations and to Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (88 Stat. 77).

C. Suspension and Termination of Work

1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any change proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.
2. If the Contractor fails to perform the work in accordance with the Contract Documents, Owner may declare the Contractor to be in default and give Contractor notice that the Contract is terminated. The termination will not



affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor.

3. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- D. Contractor shall comply with 41 CFR 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity.
- E. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 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.
- F. Contractor is required to perform thirty-three and one-third percent of the total amount of the Work using its own employees and equipment. Copies of subcontract agreements may be requested to verify the amount of Work performed.
- G. Contractor is hereby notified that state lien laws do not apply on Federal trust land.
- H. Dispute Resolution: This agreement shall be construed in accordance with and governed by the laws of the Tribe. In the absence of Tribal law on point, Federal law shall apply and, in the absence of Federal law, the laws of the State of Wisconsin shall govern.

#### 1.03 For Contracts Exceeding \$2,000:

- A. The Contractor shall comply with wage and provisions of the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5). 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.

- B. The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). 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.

1.04 For Contracts Exceeding \$10,000:

- A. Contractor shall comply with the requirements of 41 CFR 60-4 regarding required notices and procedures to be followed in soliciting for federally assisted construction contracts (including subcontracts). Compliance with Executive Order 11246 and 41 CFR part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.3(a) and efforts to meet the goals established for the geographical area where the Contract is to be performed.

1.05 For Contracts Exceeding \$100,000:

- A. The Contractor shall comply with the provisions of the Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Under 40 U.S.C. 3702 of the 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.
- B. The Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), certifying 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.

**END OF SECTION**



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