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Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

Notice of Release of Request for Quote Packet #ICLB 09-10-21 Sidewalk Snow/Ice Removal

The Ingham County Land Bank Fast Track Authority is seeking price quotes for sidewalk snow/ice removal.

Services are to be rendered on approximately 30 properties located within Ingham County. The sizes of the properties vary, but are primarily city-size lots. The following factors should be considered when calculating your bid: Sidewalks are to be cleared within 24 hours after the snow/ice event, sidewalks are to be cleared to bare pavement, salt or ice melt is to be applied after snow removal, snow/ice removal services will be automatic whenever a significant weather event occurs, all snow/ice removal practices shall be in compliance with applicable local codes and ordinances.

The price quoted should be per property, per occurrence.

Please respond by mail, fax, or email to jbonsall@ingham.org by 4:00 PM on November 10, 2009.

Should you have questions, feel free to contact me by email.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph G. Bonsall".

Joseph G. Bonsall
Land Bank Coordinator

INVITATION TO BID #ICLB 09-10-21

General

The Ingham County Land Bank will receive sealed bids marked clearly on the outside of the package with "Packet #ICLB 09-10-21" at their office at 422 Adams Street, Lansing, Michigan 48906 for Sidewalk Snow/Ice Removal at various sites located within Ingham County. Quotes will be accepted until 4:00 PM on Tuesday, November 10, 2009.

One set of bid documents will be provided to all interested Contractors. These documents may be obtained at the office of the Land Bank at 422 Adams Street, Lansing Michigan 48906 after October 21, 2009. Bidders may purchase additional copies at the above office for \$5.00.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent. All responses, inquires, and correspondence relating to the Invitation to Bid and all reports charts, displays, schedules, exhibits, or other documentation, including the Bid Packets become the property of the Ingham County Land Bank after the due date for submission. No bid may be withdrawn for a period of ninety (90) days after submission. Bids offering less than ninety (90) days will be considered non-responsive and will be rejected.

The Ingham County Land Bank reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the best interest of Ingham County Land Bank. It is the intent to award the project to the lowest responsive and responsible bidder(s).

In the event that it is evident to a respondent that the Ingham County Land Bank has omitted or misstated a material requirement(s) to this bid, the respondent shall advise the Land Bank at (517)267-5221. The Land Bank will notify other bidders of the omission or misstatement.

Federal and State Requirements

It is the policy of the Ingham County Land Bank that all vendors who provide goods and services to the Land Bank by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.

4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to the Land Bank shall be regarded as a material breach of any contract between the Land Bank and Vendor, and the Land Bank may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, vendors will be responsible for compliance with other Federal, State and local laws, ordinances, rules and regulations, and policies, as they may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)
3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and subgrants in amounts in excess of \$100,000).

6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Bidder agrees to comply with Ingham County Land Bank requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with city and federal procurement rules, as applicable to this contract.

Bidder agrees that if this contract results in any patentable inventions, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees that if this contract results in any copyrightable material, the Ingham County Land Bank reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

Access and Retention of Records

Respondent agrees to provide access by the Ingham County Land Bank, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to this specific contract and any related contracts or records for the purpose of making audit, examination, excerpts, and transcriptions.

Respondent also agrees to retain all required records for five (5) years after completion of the work, receipt of final payments and all other pending matters are closed.

Living Wage

Vendors contracting with the Ingham County Land Bank primarily to perform services are required to pay their employees a "living wage" if the following two (2) conditions apply:

1. The total expenditure of the contract or the total of all contracts the vendor has with the Land Bank exceeds \$50,000 in a twelve (12) month period; and
2. The employer has more than five (5) employees.

Subcontractors providing services who employ five (5) or more employees and where the total value of the contract exceeds \$25,000 are also required to provide a living wage.

Living wage is defined as an hourly wage rate equivalent to 125% of the federal poverty level. For 2009, that figure is \$13.78 per hour. Up to twenty percent (20%) of the “living wage” costs paid by the employer can be for an employee’s health care benefit. This wage rate applies to part-time and full-time employees.

Legal Venue

This Agreement shall be construed according the laws of the State of Michigan. The Land Bank and the respondent agree that the venue for bringing of any legal or equitable action under this bid or any resulting agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event tat any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Respondents shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other bidder and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other bidder and will not be so communicated to any other bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the Ingham County Land Bank and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The respondent’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of/or reimbursed to the Ingham County Land

Bank, its officers, employees, servants or agents by the insurance coverage obtained and/or maintained by the contractor.

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Ingham County Land Bank that have a minimum A.M. Best Company's Insurance Report of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
5. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": the Ingham County Land Bank, all its elected and appointed officials, all its employees, agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
6. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 422 Adams St. Lansing, Michigan 48906."
7. Proof of Insurance - The respondent shall provide to the Ingham County Land Bank at the time the contracts are returned by it for execution, two (2) Copies of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

The successful bidder will be required to submit an IRS Form W-9 prior to any work being started.

Bid Form #ICLB O9-10-21

**SUBMITTED TO:
Ingham County Land Bank
422 Adams Street
Lansing, Michigan 48906**

**FOR Invitation to Bid #ICLBO9-10-21: Sidewalk Snow/Ice
Removal at various sites located within Ingham County.**

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

TO: Ingham County Land Bank

The Bidder, in compliance with your invitation for bids for Sidewalk Snow/Ice Removal at various sites located within Ingham County, having examined the scope of work and specifications prepared by the Ingham County Land Bank, being familiar with all conditions surrounding such activities, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the price stated below.

SIDEWALK SNOW/ICE REMOVAL

BID PRICE: \$_____ per property, per occurrence.

Bidder Name: _____

Bidder, if awarded this contract, hereby agrees to commence work under this contract on November 17, 2009 and to continue performance of the contract until Bidder is notified in writing by the Ingham County Land Bank the snow season has ended. Bidder understands that the Ingham County Land Bank reserves the right to reject any or all bids and to waive any informalities or irregularities herein.

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates to the Ingham County Land Bank within ten (10) days.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable): _____

Street: _____

City: _____

Phone: _____ Fax: _____

The undersigned does hereby declare that it has legal status checked below:

- Individual
- Partnership
- Corporation, State of Incorporation: _____

The names and address of all persons indicated in this Bid Proposal are as follows:

NAME	ADDRESS

This Bid is submitted in the name of

(Contractor)

By _____

Title _____

Signed and sealed this ____ day of _____, 20____.

SCOPE OF SERVICES

Description

This project consists of the removal of snow and ice from approximately thirty (30) various properties located throughout Ingham County. The sizes of the properties vary, but are primarily city-size lots.

A description of the work can be summarized as follows:

1. Sidewalks are to be cleared within 24 hours after the snow/ice event.
2. Sidewalks are to be cleared to bare pavement.
3. Salt or ice melt is to be applied after snow/ice removal.
4. All snow/ice removal practices shall be in compliance with applicable local codes and ordinances.

Work Schedule

Snow/ice removal services will be automatic whenever a significant weather event occurs. Work should be scheduled, at the Contractor's discretion for the most efficient operation possible.