

December 7, 2011

**Notice of Release of Request for Proposal
Packet #NSP2 11-006 Identification and Marking of Hazardous Materials
For properties located in Ingham County within the
Neighborhood Stabilization Program 2 (NSP2) Boundaries**

The Ingham County Land Bank is seeking quotes for the Identification and Marking of Hazardous Materials at various properties located in Ingham County funded through the Michigan NSP2 Consortium. The City of Lansing may also review submitted quotes and utilize this procurement process to award other projects to the successful bidder.

Bid documents may be obtained at the Ingham County Land Bank NSP2 Office at the Neighborhood Empowerment Center, 600 W Maple Street, Lansing, MI 48906 or on-line at www.inghamlandbank.org, refer to "NSP2 11-006".

The successful bidder will propose a fixed per house price that will include the tasks delineated in the attached proposal including the identification of materials, as well as the marking of location of that material in anticipation for the removal of the material prior to the demolition and disposal of the properties.

The bid should include an estimate of the time frame necessary to conclude the survey and issue a complete report to the Housing Commission.

The successful bidder will also include a per hour cost for the oversight of the removal of the identified material including the post removal inspection of the property.

Quotes must be in the Ingham County Land Bank NSP2 office located at the Neighborhood Empowerment Center, 600 W. Maple Street, Lansing, Michigan 48906 by 11:30 am on December 21, 2011.

Any questions regarding the preparation of the bid packet should be addressed to Shanda Wrozek at hcwrozek@ingham.org.

Sincerely,

Shanda Wrozek
Deputy Director
Ingham County Housing Commission

**Identification and Marking of Hazardous Materials in
Anticipation of Demolition of
Residential Properties in Ingham County**

Invitation to Bid #NSP2 11-006

General

This Request for Proposals is being issued by the Ingham County Land Bank in its capacity as award recipient from the Michigan NSP2 Consortium. Under the Recovery Act, Congress established the Neighborhood Stabilization Program 2 to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. The Ingham County Land Bank intends to demolish/deconstruct up to 165 structures by February 2013.

The Ingham County Housing Commission will receive sealed bids marked clearly on the outside of the package with "Packet #NSP2 11-006" at the NSP2 office located at the Neighborhood Empowerment Center, 600 W. Maple Street, Lansing, Michigan 48906 for the identification of hazardous materials. Proposals will be accepted until 11:30 am on December 21, 2011. Bids will not be accepted after the date and time stated in this document. A bid opening will be held at the NSP2 Office at the Neighborhood Empowerment Center on December 21, 2011 at 11:31 am.

The Ingham County Housing Commission, agent for the Ingham County Land Bank, intends to select one contractor. It is our intention to authorize the contractor to perform Identification and Markings of Hazardous Materials in our ten (10) structures.

Bid documents may be obtained at the office of the Ingham County Land Bank NSP2 Office at the Neighborhood Empowerment Center, 600 W. Maple Street, Lansing, Michigan 48906 December 7, 2011. Bid packets are also available on line at www.inghamlandbank.org, refer to "NSP2 11-006".

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, exhibit, 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 sixty (60) days after submission. Bids offering less than sixty (60) days will be considered non-responsive and will be rejected.

The Ingham County Housing Commission 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.

In the event 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 Shanda Wrozek at (517) 580-8825. The Housing Commission will notify other bidders of the omission or misstatement.

Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to 24 months with the possibility of an extension.

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.

Award recipients implementing the Michigan NSP2 Consortium must follow the Community Development Block Grant Program rules and regulations, unless stated otherwise in the May 4, 2009 of the Federal Register Notice (Docket No. FR-5321-N-01) regarding Title XII of Division A of the American Recovery and Reinvestment Act of 2009, which is posted on:

http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2_nofa.pdf

Bidder agrees to comply with Ingham County Land Bank, City of Lansing, MSHDA, and HUD 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 and City of Lansing reserve 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 and City of Lansing 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, City of Lansing, MSHDA, 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 2011, that figure is \$13.98 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.

Local Vendor Policy

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County as outlined in the Procurement Policies and Procedures policy available at www.inghamlandbank.org. To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a "registered local vendor" (RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted.

Choice of Law/Venue

This contract shall be construed according to the laws of the State of Michigan. The Land Bank and respondent agree that the venue for the bringing of any legal or equitable action under this bid shall be

established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. Any action brought under this contract shall originate in the 54A District Court of the State of Michigan. In the event that any action is brought under this contract seeking damages in excess of \$25,000, the venue for such action shall be the 30th Judicial Circuit Court of the State of Michigan. In the event that any action is brought under this contract 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, the Ingham County Housing Commission 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, the Ingham County Housing Commission 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, Ingham County Housing Commission 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, Ingham County Housing Commission, 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 #NSP2 11-006
SUBMITTED TO: Ingham County Land Bank – NSP2
Neighborhood Empowerment Center, 600 W Maple Street
Lansing, Michigan 48906

**FOR Invitation to Bid #NSP2 11-006: Identification and Marking of
Hazardous Materials within residential structures in 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 the identification and marking of hazardous material within residential structures, having examined the scope of work and specifications prepared by the Ingham County Land Bank, being familiar with all conditions surrounding Hazardous Materials with properties, 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. All properties are located in the City of Lansing.

Per Property Bid

818 Riverview Ave	_____
1016 Queen St	_____
1610 N MLK, Blvd	_____
622 Lathrop St	_____
1112 Bensch	_____
120 E Barnes Ave	_____
1101 E Saginaw St	_____
714 Mahlon St	_____
711 E Park Terrace	_____
1441 New York Ave	_____
TOTAL BID	_____

Oversight amount per hour _____
Time Frame for Completion _____

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates to the Ingham County Housing Commission 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.

Contact Name: _____

P.O. Box (if applicable): _____

Street: _____

City: _____

Phone: _____ Fax: _____

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

- Individual
- Partnership
- Corporation, State of Incorporation: _____
- Minority Owned Business
- Woman Owned Business

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 PROPOSAL TO INCLUDE: HAZARDOUS MATERIALS SURVEY

DESCRIPTION

The purpose of the survey is to locate and identify potential hazardous materials present within the building, or within close proximity to the building, that may require marking and disposal, or other consideration, before a structure is demolished. A report will be submitted to the Ingham County Housing Commission, as agent of the Ingham County Land Bank identifying and quantifying all hazardous materials.

Structures should be surveyed for the following materials:

- Asbestos containing building materials (ACBM);
- Mechanical and electrical systems containing polychlorinated biphenyls (PCB);
- Potentially hazardous or regulated materials/waste located in containers and/or drums; and
- Potential mercury containing equipment.

Lead based paint materials do not require removal in preparation for demolition. Painted surfaces in these structures should be assumed to contain lead.

During preparation of the survey an inspection should be performed to assess and evaluate the presence of hazardous materials at the property. As part of this inspection the following methodology should be used for ACBM:

1. A survey should be performed to determine the extent and location of ACBM in the survey area. The survey should be qualitative and quantitative in that an attempt should be made to locate accessible friable and non-friable ACBM areas, as well as an estimate of the amount of ACBM. All accessible areas of the survey area should be inspected.
2. Bulk samples of all suspected ACBM shall be collected by a Michigan Accredited Asbestos Inspector. Samples shall be collected in a safe manner. As required, limited destructive sampling (ie interior wall or ceiling demolition) should be conducted as part of this assessment in order to gain access to suspected ACBM.
3. Per EPA-recommended sampling guidelines, bulk samples shall be collected in each homogenous area encountered. Homogenous area is defined as an area of material that is uniform in color, texture and appearance.
4. Samples of suspect ACBM shall be analyzed by an accredited National Voluntary Laboratory Accreditation Program via polarized light microscopy and dispersion staining following the EPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology Bulk Asbestos Handbook.
5. In an effort to minimize costs, bidder shall utilize first positive stop analysis methodologies.
6. Upon completion of field inspection and receipt of laboratory data, bidder shall prepare a report that will include: a) a general description of the ACBM identified; b) a determination by the quantity of materials and sampling areas; c) a description of the physical assessment of friable and thermal insulating materials; d) a discussion regarding the quality assurance and quality control as well as methodology; and e) laboratory testing results.

The survey for polychlorinated biphenyls (PCBs), potential mercury containing equipment, and containers that may contain hazardous or regulated materials/waste shall be completed according to the following procedures:

1. Inspect the accessible areas of the building for potential hazardous materials such as PCB containing light ballasts, transformers, and mercury light bulbs and switches.
2. Inspection of the interior and exterior of the building to identify the location of containers, drums, batteries, oil waste separator basins, or other features that may contain potentially hazardous or regulated materials/waste. Label identified containers for removal.
3. Note appropriate information identified during this inspection and provide recommendations for the disposal of equipment or containers identified as containing PCBs, mercury or potentially hazardous or regulated materials/waste.