

THE WAYNE COUNTY LAND BANK

**INVITATION FOR BIDS #15
FOR
NSP DEMOLITION PROJECT**

CONTROL NO. WCLB-10-003 O

Issue Date: August 19, 2010

Pre-Bid Property Walk-Through: NA

Pre-Bid Question Deadline: Tuesday, August 24, 2010 at 10:00 a.m. local time

Bid Deadline: Thursday, August 26, 2010 at 12:00 p.m. local time
Wayne County Land Bank
500 Griswold, 10th Floor
Attn: Elizabeth Camero
Detroit, Michigan 48226

Purchasing Contact: Terri Desautels
Senior Executive Project Manager
500 Griswold Ave. 30th Floor
Detroit, MI 48226
313-224-6120
tdesaute@co.wayne.mi.us

Description: [Wayne County Land Bank \(WCLB\)](#) is requesting bids for asbestos abatement and demolition of commercial structures in the City of Detroit or in City of Taylor.

Plans and Specifications will be provided to the list of Qualified Contractors for this project and may also be obtained at Wayne County Land Bank Offices, 500 Griswold, 10th. Floor, Detroit, MI 48226.

Written questions regarding the substance of the IFB must be submitted via e-mail to the purchasing contact listed above no later than the Pre-Bid Question Deadline indicated above.

Sealed Bids are due prior to the Bid Deadline indicated above and must be delivered to the Purchasing Division, located at 500 Griswold, 10th Floor, Detroit, Michigan 48226. Late bids will not be accepted – NO EXCEPTIONS.



BIDDER NAME _____

Robert A. Ficano
County Executive

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SECTION 1 – INSTRUCTIONS

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation For Bid (IFB) must be made only through the Purchasing Contact noted on the cover of this IFB. A violation of this provision is cause for the WCLB to reject a Company's bid. No contact regarding this document with other County or WCLB employees is permitted, and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this IFB and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the IFB package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. **THE WCLB IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document. No contact regarding this document with other County or WCLB employees is permitted. All answers will be issued in the form of a written addendum.
3. **MANDATORY PRE-BID MEETING:** A pre-bid meeting concerning this IFB may be held. If so, the date, time and location will be indicated on the cover of this IFB. Staff will be available at this meeting to answer questions about this IFB. **ATTENDANCE AT THE MEETING IS MANDATORY.**
4. **IFB MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the WCLB's website at <http://www.waynecounty.com/landbank/default.asp> until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on Bid Form provided. Bidders are required to complete entire Bid Form and supplements. The Bidder must return the Bid Form without detaching any sheets from it. Please submit two extra copies of the Proposal and all attached forms along with the originals.
 - a) The Bidder must include the following items with the bid:
 - i. All forms contained or listed in this IFB, fully completed.
 - ii. A bid guarantee (if any is required)
 - iii. Evidence that the Minimum Qualifications (if any) listed in this document are met.
 - iv. **THE BIDDER MUST EXECUTE THE CONTRACT ATTACHED TO THIS IFB.** Once the responsible bidder is selected, the blanks of the attached form contract will be filled and the appropriate Appendices will be affixed and the WCLB Executive Director will execute the submitted Signature Page and incorporate the Signature Page into the completed contract. Besides completing the Blanks and attaching of the Appendices, no other term will be changed without the written consent of the responsible Bidder.
 - v. **Bidders MUST submit a completed NESHAP Form and Multi-Phase Project List along with their Bids. These forms are contained under "Exhibit B" of the Form Contract in the IFB package.**
 - b) Bids must be submitted to the WCLB at the location indicated on the cover of this document, before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure the Purchasing Division, prior to the deadline, receives the bid. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted from 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays observed by the County. The Purchasing timestamp shall be the official time.
 - c) Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: IFB Title, Control Number, Deadline (Date and Time), and the Bidder's company name, address, phone, fax, email address, and contact name. If Bidder believes that any information submitted is confidential, such information shall be separately sealed and labeled as confidential.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Invitation for Bid (IFB) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein. The opening and reading of a bid does not constitute

the County's acceptance of the Bidder as a responsive and responsible Bidder.

- e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Bids sent by telegraph, facsimile, or other electronic means shall not be considered unless specifically authorized under this IFB.
 - g) All costs incurred in the preparation and presentation of the bid, as well as any resulting contract, is the Bidder's sole responsibility; no pre-award costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.
 - h) Bids must be held firm for a minimum of 180 days. *(NOTE: This clause is not intended to allow adjustments in bid pricing unless specifically allowed by pricing language elsewhere in this IFB.)*
- 6. EXCEPTIONS:** Since time is of the essence to complete the demolition project in a timely manner, Bidders will not be allowed to deviate from the Terms or Scope in the Invitation for Bid. This shall include the attached form contract.
- 7. BID GUARANTEE:** THIS BID WILL NOT REQUIRE A BID GUARANTEE.
- 8. DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the County. In the event multiple bids are submitted in violation of this provision, the WCLB will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 9. WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 10. REJECTION:** The WCLB reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Director that the best interest of the WCLB will be served by doing so. A Bidder's failure to provide any additional information requested by the WCLB prior to a contractor selection may result in rejection of the bid. The WCLB may reject any bid from any person, firm, or corporation in arrears or in default to the WCLB on any contract, debt, or other obligation, or if the Bidder is debarred by the WCLB from consideration for a contract award, or if Bidder or Respondent has committed a violation of the County's Ethics and Anti-Kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within two (2) years immediately preceding the date of issuance of this document.
- The WCLB reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11. PROCUREMENT POLICY:** Procurement for the WCLB will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Club's Executive Director has the vested authority to execute a contract, subject to WCLB Board approval where required.
- 12. NON-DISCRIMINATION:** Wayne County Land Bank will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The anti-discrimination policies of the Wayne County Procurement Ordinance, Article XI of Chapter 120 of the Wayne County Code, are incorporated into County contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
- 13. BID SIGNATURES:** An authorized official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the WCLB if the Bidder is determined to be

the lowest responsible Bidder. The bidder must complete, sign, and have notarized the form regarding Authorization to Submit Bids attached to this IFB.

- 14. CONTRACT AWARD:** The WCLB reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid. After a final award of the Contract by the County, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after notice of recommendation for award, then the WCLB may recommend the next lowest responsive and responsible Bidder.
- 15. NO IFB RESPONSE:** Bidders who receive this IFB but who do not submit a bid should return a notice stating the reason(s) for not responding. Failure to return this may result in removal of the Bidder's name from all bidder lists
- 16. FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 17. Intentionally Left Blank:**
- 18. DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
- a) Evidence of collusion among Bidders;
 - b) Lack of competency as revealed by either financial, experience, capacity, or equipment statements;
 - c) Lack of responsibility as shown by past work;
 - d) Uncompleted work under other contracts which in the judgment of the County, might hinder or prevent the prompt completion of additional work if needed.
- 19. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions. If it is determined that the responsible Bidder does not have the capacity to perform the contract, then WCLB will cancel the award of the contract and select the next qualified responsible bidder.

Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the Invitation for Bid, the Invitation for Bid shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.

- 20. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s).

In an effort to promote supplier diversity, WCLB encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

The WCLB reserves the right to approve or reject, in writing, any proposed subcontractor. If the WCLB rejects any proposed subcontractor in writing, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract. Nothing contained in the IFB or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the County.

The Contract will not be assignable to any other business entity without the County's approval. Bidders are

encouraged to consider a joint venture.

- 21. BIDDERS RESPONSIBILITIES:** The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 2 – Specifications and/or Scope of Services, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all Services in the IFB whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the WCLB will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

- 22. WCLB PARTICIPATION:** The WCLB will provide appropriate personnel support for implementation of these agreements. The Bidder's response should identify WCLB FTE's required and tasks to be performed by WCLB personnel. For the purpose of contract administration, WCLB will designate a person to serve as County Contract Manager. The WCLB Contract Manager will serve as the primary liaison between the WCLB and the successful Bidder and will coordinate overall management and administration of the contract for the County.

- 23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the bid becomes the property of the WCLB and may be returned only at the County's option.

Bidders must make no other distribution of the bids other than authorized by this IFB. A Bidder who shares cost information contained in its bid with other WCLB personnel or competing Bidder's personnel shall be subject to disqualification.

- 24. CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary WCLB approvals, including WCLB Board approval where required, and receipt of a **Notice to Proceed and Wayne County Purchase Order**. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

SECTION 2 – SPECIFICATIONS AND/OR SCOPE OF WORK

- 1) INTRODUCTION:** Through this Invitation for Bids (IFB), the Wayne County Land Bank (WCLB) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for asbestos abatement and demolition of commercial structures in the City of Detroit OR the City of Taylor. **Please be advised that the Contractor will be responsible for the demolition permit fees for properties demolished in the City of Taylor.**

1a). CONDITION PRECEDENT TO DEMOLITION- *WCLB is entering into contracts with Contractors to meet the Neighborhood Stabilization Program's (NSP) Obligation deadline and certain environmental clearances are on- going. Therefore, The Demolition Agreement is contingent upon and approval of all environmental clearances from federal and state agencies, such as the Environmental Protection Agency (EPA) and Michigan State Historic Preservation Office (SHPO). The Agreement shall be terminated immediately with Notice if clearances are not obtained.*

- 2) MINIMUM QUALIFICATIONS:** Bidders (specifically, the business that will be contractually bound under the contract with the County) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

1. Bidders must have submitted a response to the WCLB Request for Qualifications dated March 10, 2010 and have been selected by WCLB as "Qualified Demolition Contractor."

- 2a) BID LIMITATION:** WCLB anticipates that the overall average cost of demolishing residential properties should NOT EXCEED \$5,300. If the overall average cost exceeds \$5,300, WCLB MAY, if it's in its best interest, deem the bid as non-responsive. The overall cost will be calculated by taking the total amount of the bid (i.e. contract amount) and dividing it by the total number of properties included in this IFB. THIS DOES NOT APPLY TO COMMERCIAL PROPERTIES.

- 3) EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a Bid, to:

- a) examine the Contract Documents thoroughly,
- b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work,
- c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work; and
- d) study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and
- e) promptly notify WCLB or Demolition Facilitator in writing of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between Contract Documents and such related documents.

Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Contract Documents.

- a) If such reports are not included as appendices to the Contract Documents, Owner will make copies available to any Bidder requesting them. These reports are included for reference only and are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

- b) The Bidder may rely upon the general accuracy of the “technical data” contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for bidding or construction purposes.
- c) Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The locations of utilities as shown on the Plans are taken from sources believed to be reliable. Neither the Owner nor the Demolition Facilitator will be responsible for any omissions of, or variations from, the indicated location of existing utilities which may be encountered in the Work.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Section, that without exception the Bid is based upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown, indicated or required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in Contract Documents and the resolution Demolition Facilitator or WCLB is acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the Work, and that the time stated in the Proposal is sufficient to complete the project.

- f) **DETAILED SPECIFICATIONS:** The detailed specifications and/or Scope of Work are included in Exhibit B.

SECTION 3 – SAMPLE CONTRACT

See "IFB #15 Contract" file

SECTION 4 – REQUIRED FORMS

FORMS INCLUDED IN THIS SOLICITATION DOCUMENT:

- (1) Bid Form
- (2) Price Sheet
- (3) Bidder Questionnaire
- (4) Debarment Form – for fed projects

FORMS THAT MUST BE DOWNLOADED FROM THE WAYNE COUNTY WEBSITE*

Failure to complete and submit these forms with your Bid may result in it being deemed non-responsive and rejected without further evaluation.

- (5) Subcontractor Form

*Download solicitations, addenda and forms at: www.waynecounty.com/purchasing

BID FORM

Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

OFFER

TO: CHARTER COUNTY OF WAYNE or WAYNE COUNTY LAND BANK:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Invitation for Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Bid Form, Agreement, all Exhibits thereto, and all contents of this document, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into an Agreement with the County, in accordance with the Specifications, Scope, Terms and Conditions, as well as the Agreement (if any is attached), together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the County's Procurement Ordinance, and 2) if awarded a contract to provide the Construction, Goods or Services required in the IFB, the Bidder will comply with the County's Ethics Ordinance.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

GUARANTEES AND INSURANCES:

The undersigned further agrees that if awarded the Agreement, it will submit to the WCLB any required payment and performance-guarantees and evidence of required insurance coverage within 10 days after acceptance of this bid.

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price Sheet.

ADDITIONAL PRICE INFORMATION:

Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work

and has made such independent investigations as Bidder deems necessary.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

The undersigned, as Bidder, hereby certifies that a qualified designated person in its employ has examined the Contract Documents provided by the WCLB for bidding purposes. Further, the undersigned certifies that he or a qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions and the information provided for Bidding.

The undersigned, as Bidder, shall complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, the Bidder shall also complete the Work under whatever conditions it may create by its own sequence of construction, construction methods, or other conditions it may create, at no additional cost to the County.

The undersigned declares that he has familiarized himself with the location of the proposed Work and the conditions under which it must be constructed. Also, that he has carefully examined the Plans, the Specifications, and the Contract Documents, which he understands and accepts as sufficient for the purpose, and agrees that the Bidder will Contract with the WCLB to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.

The undersigned agrees on behalf of the Bidder that time is of the essence and, if awarded Contract, that the Work will be Substantially Completed and completed by the dates or days as specified in the Contract Documents.

Liquidated damages, if specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.

All engineering and inspection costs incurred after the above final completion date shall be paid by the Contractor to the WCLB as specified in the Conditions of the Contract and Agreement.

No bid shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Federal Tax ID

Acknowledged before me by _____ (name) as _____ (title)
of _____ (company) this ____ (day) of _____, 200__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

CONSTRUCTION BIDDER QUESTIONNAIRE

CURRENT DEMOLITION CONTRACTS

Bidder Shall provide the following information regarding CURRENT demolition contracts or projects that they or their subcontractors have in place or are performing work on:

Location of Work and Number of homes demolishing.	Bidder or Subcontractor	Contract Amount	Date contract Expires
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
FOR**

Contractor: _____.

Contract: _____

Contract Term: _____

1. The Contractor certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction”, provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default

EXECUTION

IN WITNESS WHEREOF, the Contractor has executed this Certification on the dates set forth below.

WITNESSES:

MEA INCORPORATED

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by _____, on behalf of _____.

Notary Public,
Wayne County, Michigan
My Commission Expires: _____
Acting in County of _____, Michigan

SECTION 5 – SURETY FORMS

The attached sample Performance and Payment bonds will be required of the Successful Bidder before a contract award can be finalized.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ as principal and _____ as Surety, are held and firmly bound unto the COUNTY OF WAYNE OR WAYNE COUNTY LAND BANK, its Chief Executive Officer, Board of Commissioners, Offices, Department, Agents and Employees as their interests may appear, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas the above bounden Principal has entered into a certain contract with the WAYNE COUNTY LAND BANK CORPORATION, Michigan, bearing the date the _____ day of _____, 20__, for

NOW, IF THE SAID Principal shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms thereof in the time and manner therein prescribed, and further shall defend, indemnify, keep and save harmless the County of Wayne or Wayne County Land Bank, its Chief Executive Officer, Board of Commissioners, Offices, Departments, Agents and Employees as their interests may appear, against all liabilities, judgments, costs, damages and expenses which may in any wise come against said County of Wayne or Wayne County Land Bank, its Chief Executive Officer, Board of Commissioners, Offices, Departments, Agents, Employees, or any of them, as their interests may appear, in consequence of the granting of such contract or which may in any wise result from the carelessness or neglect of said Principal of its Agents, Employees or Workmen in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, device or apparatus used, in the performance of said contract, and, moreover, shall pay to said County or Wayne County Land Bank any sum or sums of money due said County or Wayne County Land Bank by reason of any failure or neglect in the performance of the requirements of said contract, where the said County or Wayne County Land Bank shall have elected to suspend the same, and shall pay all claims and damages whatsoever which may accrue to each and every person who shall be employed by said Principal or by its assignee or assignees, Contractors, Subcontractor or Subcontractors, in or about the performance of said contract, then is this obligation to be null and void, otherwise, to remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the County or Wayne County Land Bank of any extension of time for the performance of the contract, or any other forbearance on the part of either the County, Wayne County Land Bank, or the Principal to the other shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension of time or of forbearance being hereby waived.

WITNESSES:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS, That ____
as Principal and ____
as Surety, are held and firmly bound unto the County of Wayne, Wayne County Land Bank, its Chief Executive Officer, Board of Commissioners, Officers, Departments, Agents and Employees, in the penal sum of _____ DOLLARS (\$) lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____, 2009

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That whereas the above bounden Principal has entered into a certain contract with the Wayne County Land Bank, Michigan, bearing date the ____ day of _____, 2009, for

NOW, IF THE SAID Principal shall pay, as the same may become duly payable, all indebtedness which may arise payable by said Contractor to a subcontractor or party performing labor or furnishing materials, or payable by any subcontractor to any person, firm or corporation on account of any labor performed, or materials furnished in the erection, repairing or ornamentation of such building, improvement, or works, in accordance with the provisions of Act No. 213 of the Public Acts of the State of Michigan, for the year 1963, as amended, then this obligation shall be void; otherwise to remain in full force and virtue.

AND PROVIDED, That any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the County or Wayne County Land Bank of any extension of time for the performance of the contract, or any other forbearance on the part of either the County, Wayne County Land Bank or the Principal to the other shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension of time or of forbearance being hereby waived.

WITNESSES:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

ATTACHMENT A

The following items are included in this ATTACHMENT A:

COMMERCIAL PROPERTY - 11049 BEECH DALY ROAD

- HAZARDOUS MATERIAL SURVEY
- ASBESTOS ASSESSMENTS
- PHOTOGRAPHS OF PROPERTY

(2) 6 UNIT CONDOS - 25720 EAGLE COURT & 25731 EAGLE COURT

- ASBESTOS ASSESSMENTS
- PHOTOGRAPHS OF PROPERTIES