ADR Consultants, LLC

RFP NO.05012013A

DEMOLITION OF RESIDENTIAL AND COMMERCIAL PROPERTIES
FOR THE STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
GROUP 7E

Issued by ADR Consultants, LLC

State of Michigan Land Bank Fast Track Authority
Demolition of Residential and Commercial Buildings

ADR Consultants, LLC (ADR) requests proposals from qualified firms for Demolition and Asbestos Removal Services. To be performed as part of the State of Michigan's Blight Elimination Program. Demolition activities will include residential and commercial buildings. Bidders are invited to review this solicitation and, if interested, complete and return one original and two copies, and one flash drive containing a PDF copy. Bid Proposal documents are due on or before 2:00 pm on June 7, 2013 to the

Michigan Land Bank
Cadillac Place
3022 West Grand Blvd, Suite 4-600
Detroit, Michigan 48202
Attention: Barry Ellentuck - ADR

Awardees will be required to sign an ADR Consultants, LLC Services Contract and will be responsible for demolition and abatement activity related services outlined in this solicitation. Please review the attachments carefully to determine if you possess the necessary manpower, resources and abilities to meet project deadlines identified in this solicitation prior to responding to this Request for Proposal.

CRITICAL DATES
Identified below are the critical dates associated with this RFP. Further details and requirements are contained in the specific sections or attachments included in this package.

- Request for Proposal Issued May 29, 2013
- Question Deadline June 5, 2013
- Proposal Due Date June 7, 2013

*Prospective bidders are required to visit the locations specified in this bid for demolition. Interested parties are encouraged to submit questions regarding the RFP no later than 5 pm on June 5, 2013 via email to: Barry Ellentuck at barryse@adrllc.net. Responses to questions will be provided to all recipients of the RFP.

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SECTION 1
PROGRAM GOALS AND OBJECTIVES

Demolition of residential and commercial properties is being undertaken as an approved eligible activity under the State of Michigan Land Bank Fast Track Authority's (MLB) Demolition Program. Therefore, the purpose of this RFP is to secure the services of contractors that can carry out demolition activities as identified within this solicitation. All demolition and abatement activities will be carried out within the State of Michigan. Funding sources for services to be provided include but are not limited to:

- Mortgage Settlement funds
- General Funds

SECTION 2
MINIMUM QUALIFICATIONS

Qualifications will only be accepted from those firms demonstrating a minimum of five (5) years of relevant experience and sufficient capitalization to provide the services sought in the Request for Qualifications for projects of similar scope and size.

Vendors responding to this Request for Proposal must have a valid License issued by the State of Michigan to perform the services specified in the scope of work at the time of proposal submission. Demolition work within the City limits of Detroit will require a Detroit Class A or B Wrecking License as well. **A copy of the license (s) shall be included with your sealed proposal.** Vendors should also provide ADR with their intent to comply with all HUD Section 3 requirements should they be awarded a contract to provide the services specified in the Request for Proposal.

SECTION 3
SCOPE OF WORK & FOR RESIDENTIAL AND COMMERCIAL BUILDINGS

Description: The services required consist of demolition and clearance activities that include residential and commercial buildings as directed by ADR. All structures will be located in Michigan with funds targeted specifically within The City of Detroit boundaries as well as blight elimination activities throughout the State.

The services required consist of demolition and clearance of structures and contents, whether above or below ground on each site as directed ADR. Modifications may be made by subsequent Change Orders authorized by ADR. The scope of work and specifications are provided as follows;

1. Carry out the demolition and clearance activities in accordance with instructions identified in this scope of work or any special instructions that may be furnished by ADR.
2. Coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work. As required, notify appropriate state or local agencies of structures containing asbestos or notify ADR of identification of other suspected hazardous materials or containments. The Contractor is required to Submit via Email every Monday, Wednesday and Friday by 5pm their WIP status on ADR provided Excel Format on all open activities.

3. The work area is limited within the structure's property boundaries. If additional workspace is required, Contractor will, at his/her expense, make such arrangements as necessary with adjacent property owners. Creation of a nuisance at the work-site is prohibited.
4. The worksite and equipment used is to be maintained to ensure the safety of workers and cause no harm to adjacent residents. Further details and requirements can be found on the following website; Michigan Department of Labor and Energy Construction Safety Standards Commission: http://www.michigan.gov/dleg/0,1607,7-154-11407_15368-88962--,00.html
5. The Contractor will meet with representatives of utility service facilities and Inspections representative to review Work site operations in the event that demolition would foreseeable have an adverse impact on existing systems, property, or persons prior to commencement of operations. ADR shall resolve any question regarding the necessity of the meeting.
6. The contractor ensures compliance with all requirements related to lead-based paint, asbestos and other hazardous materials. Further details and requirements are located on the following websites; http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html , http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html, http://www.hud.gov/offices/lead and http://www.epa.gov/asbestos.
7. Pre-Demolition Requirements for managing hazardous material require asbestos removal as regards projects that are 160 safe, 260 s.f., 35 c.f. or more are subject to the National Emission Standards for Hazardous Air Pollutants NESHAP notification procedure. .Lead based paint does not require abatement except in instances of deconstruction.
8. Demolition of buildings, basements and foundations includes:
    a. Demolishing all structures on the property with basement exterior walls, basement walls, basement, foundations, footings and slab-on-grade. Demolition including all structures on the property without a basement, including the removal of all exterior walls, foundations, footings and slab-on-grade. Structures containing asbestos will follow removal and disposal standards in accordance with the MDEQ NESHAP Asbestos Program and MDCIS Occupational Health Standards, Part 602, and applicable HUD and EPA requirements. All resulting holes or voids shall be backfilled to grade level and compacted with clean backfill per the requirements in Section 5
    b. Emergency Designated Structures will require demolition debris to be kept wet at all times. All debris shall be sealed off in leak tight containers during transport to and deposit in a Class II landfill. All debris shall be treated as asbestos contaminated material and shall be disposed in compliance with all current Federal, State, and Local laws and regulations. All generated materials and waste manifests shall be furnished to ADR for Emergency Designated Structures; load-out shall be completed within forty-eight (48) hours after Knockdown.
    c. Demolition shall be executed in an orderly and careful manner and shall not involve undue hazards to the general public or unnecessary risks to the workers.

d. The erection of barricades, warning signs, etc. as safety precautions prior to wrecking operations and during wrecking operations shall be performed in strict compliance with all applicable Regulations. The Detroit Building Code references the type of fences, barricades and other protective structures required, and other phases of the wrecking operation.
    i. The barricades shall extend no further than four feet from the inside of the street curb.
    ii. Sidewalks shall be maintained with a width of three feet running parallel to the street at all time for pedestrian traffic.
    iii. Alleys shall be maintained with a minimum 12 feet width at all times for vehicular traffic.
    iv. There shall be no storage of debris or equipment on the street at any time.

e. If, for any reason, the above requirements cannot be fully satisfied the Contractor shall immediately notify ADR and receive directions regarding the management of special cases. Special care shall be exercised to avoid any damage to adjacent properties.

f. During the demolition phase,
    i. When the building is structurally safe to enter, the Contractor will comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP) when asbestos is present. This requires that Category I materials which are not in poor condition and not friable prior to demolition do not have to be removed, except where demolition will be by intentional burning. However, regulated asbestos-containing materials (RACM) and Category II materials that have a high probability of being crumbled, pulverized, or reduced to powder as part of demolition must be removed before demolition begins by a licensed asbestos abatement contractor.
    ii. When the building is structurally unsafe for entry or where lead-based paint remains in place during demolition;
        1. The demolition contractor should keep all building components adequately wet to eliminate dust and prevent the release of particulates into the air in addressing lead based paint and in addition to this requirement must comply with the U. S. Environmental Protection Agency (EPA) “Asbestos NESHAP Adequately Wet Guidance” for demolitions that also contain asbestos.

9. Sanitary Requirements - Contractor must provide and maintain suitable and sanitary toilet facilities for all persons employed on the site and removed from the site upon completion or as directed by ADR on extended projects. Any contaminated soil and material shall be removed and replaced, at Contractor’s cost, with fresh, clean material and the site shall be left in a clean, sanitary condition.
10. Clearance of sites includes; remove and dispose of all materials and debris in compliance with federal, state or local requirements, compaction, as required. Provide for erosion control; and other incidentals necessary to satisfactorily complete the improvement removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

a) The following items shall be removed and disposed of properly; buildings, foundations, sign footings/bases, stem walls, steps, brush, dead trees and broken limbs, shrubs, bricks, or stone and all rubbish, scrap iron and general debris not particularly mentioned. Driveways, sidewalks flat work and such surfaces may be left standing with perimeters graded to permit moving operations unless specifically addressed on the Work Order provided by ADR. Trees will not be disturbed by the Contractor unless disturbance or removal is absolutely necessary to clear the parcel. If questions arise as to what comprises a tree, determination is to be made by ADR. Clearing and grubbing will be accomplished only to the extent necessary to perform required work. Care will be exercised so as not to damage existing trees that is outside the clearing limits. The transition between the disturbed areas and the undisturbed areas will be graded to minimize abrupt slope change and possible erosion. Final grade contours will be carried to existing contours such that there is a smooth transition with no ponding of surface waters. Sewer lines, water lines, etc. to be abandoned shall be tightly plugged at each end with concrete in a manner approved by ADR.

   Contractors shall be required to repair a damaged sidewalk. The contractor shall only cross sidewalks that are necessary for demolition. Contractor is expected to take all efforts to protect sidewalks from damage.

b) No existing surfacing of streets or curbs shall be removed or damaged under this contract and all streets shall be kept open and clear of debris and litter during the performance of this contract.
c) The Contractor shall protect all structures, conduits, wires, pipes, sewers and drains that are to remain in place from damage. A concrete bulkhead shall be placed in all existing sewers encountered on the property unless waived by ADR.
d) Any of the existing surface drainage or drainage structures and appurtenances by its operations will not be obstructed or impaired in any manner
e) Any accidental damage or break of any live utility lines will be the Contractor's responsibility to contact the respective utility company and to provide for the immediate repair of such damage at the Contractor's own expense.

The contractor will work with utility officials to ensure that all sewer lines connected to structures cleared are appropriately and securely capped; such lines do not have to be capped at the main. The Contractor shall perform all Work in a manner to ensure maintenance of fences, warning signs, lights and danger signals intended for the protection of life and property, along all adjacent streets and walks.

Cleanliness of Work and Streets – Contractor is responsible for maintenance of the work site; which includes but is not limited to; removal of waste materials, rubbish,
At the completion of the Work, the premises shall be left rake clean with a Final Grade**.**

a) All materials resulting from demolition Work shall become the property of the Contractor.
b) All Open Holes shall be backfilled within forty-eight (48) hours after Open Hole inspection.
c) The backfill material shall be clean soil. The soil shall consist of mineral soil material such as crumbling yellow clay or loam that is suitable for backfilling

basements and grading the lots. Soil recovered from street sweeping or from other recycling process is not acceptable. Sand may be used up to two (2) feet below grade with the approval of ADR. No blue clay shall be used for backfill material. Documentation shall be provided to ADR as to the origin of backfill material.

d) The soil material shall be free of rock or gravel larger than 1" in dimension, debris, waste, frozen material, concrete, brick, wood chips, demolition debris, vegetable and other deleterious matter. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-federal Government, 40 CFR 261) or other regulations imposed during the life of the Contract.

e) ADR may perform periodic soil analysis testing at Demolition locations. In the event of testing the backfill, if it is discovered that the material does not meet specifications, the Contractor shall be required to remove all backfilled material within forty-eight (48) hours, and supply acceptable backfill with certified test results from an accredited laboratory sustaining that the backfill material is free from any prohibited material.

f) All cost associated with testing, removal of the unacceptable material and replacement with acceptable material shall be paid by the Contractor.

g) All excess material (e.g., demolition rubbish, debris) and equipment (e.g., barricades, scaffolds etc.) used by the Contractor shall be promptly removed from the premises when no longer required for completion of the Work.

h) Wood and other waste shall not be burned at the site, but shall be removed from the site with other debris. After demolition, the lot shall be graded uniformly to conform to the grade of the adjoining properties. The leveling of the lot surface shall be done in a way to preclude excessive runoff into the abutting street, alley, or property or cause pooling in the lot area.

i) Waste material including both asbestos containing and non-asbestos containing waste shall be disposed of in compliance with all current Federal, State, and Local laws and regulations and the Specifications. All generated materials and waste manifests shall be furnished to ADR. Any Request for Payment submitted without waste tickets included, shall be returned to the Contractor as un-payable.

j) The Contractor shall be responsible for obtaining approval for transportation and disposal of waste in compliance with applicable EPA, Federal, Michigan and DOT regulations.

   i. When removing or disposing of lead-based paint materials, such materials should be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air. Material containing lead-based paint that is exempted from hazardous waste management requirements as household waste may be disposed of in a construction and demolition landfill or a municipal solid waste landfill.

   ii. When removing or disposing asbestos materials, such materials shall be kept wet and covered during transport to eliminate dust and prevent the release of particulates into the air in compliance with CFR, Title 40, Volume 7, Part 61.150.

11. Upon demolition completion the Contractor shall backfill and finish the property at Final Grade and seeded. Grass seed shall be a “NO MOW” Lawn Mix w/ Annual Rye and shall be applied in accordance with the manufacturer’s specifications on

lot of razed structure. ADR must approve proposed contractor grass seed to ensure specifications are met prior to use.

12. There will be no consideration of additional time or compensation allowed for asbestos issues.
13. Inspections - All Contractors' requests for inspections shall be made at least twenty four (24) hours prior to the date of the requested inspection. The following schedule will apply:
    a. 1st Inspection - Barricades/Knockdown
    b. 2nd Inspection - Load-out
    c. 3rd Inspection - Open Hole
    d. 4th Inspection - Backfill
    e. 5th Inspection - Final grade and Site Inspection

    ADR shall monitor the site during all phases of demolition and backfilling including the type of backfill material used. ADR shall be the sole approving agency for payment. In addition, "before" and "after" sidewalk and alley inspections will be conducted.

SECTION 4
PERFORMANCE REQUIREMENTS

The MLB will identify structures for demolition and provide ADR with a list. ADR will identify structures from that list and work will be provided to Contractors on a routing basis normally in groups of ten. Emergency demolition will be assigned on an individual basis.

<u>Non-Emergency</u>
The contractor must;

a.) Begin work within 15 days after receiving a notice to proceed from ADR. It is the Contractor responsibility to notify ADR within 24 hours if the site is not accessible. At least 10 days prior to the start of any activities, the Contractor must file a notification of Intent to Renovate/Demolish with the Michigan Department of Environmental Quality with copies to Occupational Health Division, Asbestos Program and ADR.
b.) Complete load-out with 48 hours after knockdown.
c.) Backfill open holes within 48 hours after Open Hole Inspection by Inspector.
d.) Complete all demolition activities including clean-up by the scheduled date**.**

<u>Emergency</u>
The contractor must;

a.) Must begin work within 24 hours of receipt of Notice to Proceed
b.) Complete load out within 48 hours of knockdown
c.) Complete backfill within 48 hours after Open hole inspection by ADR
d.) Complete all demolition activities including clean-up within 7 calendar days.

If unforeseen circumstances arise or work must be performed outside of the Contractors usual workweek, modifications to schedules may be requested and written approval must be received in writing from ADR.

SECTION 5
PRICE PROPOSAL

Vendors shall submit a price proposal using the format provided in Appendix E. Pricing proposal should be the last sheet of the response.

SECTION 6
OTHER TERMS AND CONDITIONS

In addition, to the scope of services identified in Section 3 of the RFP, contractors must comply with other federal and administrative requirements which will ensure that all work is performed and carried out to ensure timely and effective performance. Contract terms will be further detailed in the final contract executed between ADR and the contractor. Contractual requirements include;

1. Project Oversight - The contractor is be responsible for:
   a.) Providing and maintaining all qualified personnel, equipment, materials and other resources necessary to perform activities identified in Section 4, Scope of Services in a timely manner.
   b.) Ensuring all appropriate operational control of demolition activities assigned, initiating all necessary measures to ensure adequate quality control, which includes but not limited to: completion of all documentation, maintaining document controls and records related to activities carried out.
   c.) Identifying a Project Manager or designated representative who will serve as the Contractor's contact person and has final authority for the Contractor on all matters relating to the contract.
   d.) coordinating with ADR on matters relating to project requirements, completion and actions that require immediate attention or that impact on the results or quality of the work to be performed
      1. Records and Documentation - The contractor will maintain current, accurate and complete records according to ADR's demolition standards and in compliance with all applicable federal, state and local requirements. All files must be available for immediate review and inspection by the authorized representative of ADR or its funders. All records under this contract will become the property of ADR. Records must be maintained for a period of four years from the date of last payment under the contract.
      2. Compensation is based on the approved schedule of fees, satisfactory completion of work and the submission of a properly executed and completed request for payment form..
      3. Rescheduling, postponement and Termination- ADR reserves the right, in part or in whole, to reschedule, indefinitely postpone work, or terminate the services of any contract that is entered into between the Contractor and ADR. Contracts may be terminated for any of the following circumstances; failure of the Contractor to perform the services detailed in the executed contract, including any modifications, failure of the Contractor to meet performance requirements or any other terms or conditions of the contract. ADR has the right to terminate a contract at any time at its convenience by giving the Contractor ten (10) business days written notice of termination for convenience
      4. Except as provided in the contractor's proposal and approved by ADR, the Contractor cannot reassign or transfer work to subcontractors without authorization from ADR.
      5. The Contractor is responsible for the accuracy of the work performed and is required to make all necessary revisions or corrections resulting from errors

and omissions on the part of the Contractor without additional compensation. Acceptance of the work by ADR will not relieve the Contractor of the responsibility for subsequent correction of any such errors and omissions and the clarification of ambiguities.

6. Contractor is required to maintain insurance during the term of the contract award, at its expense; a.) Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of $500,000.00 each accident, $500,000.00 each disease, $500,000.00 each disease/each employee, b.) Commercial General Liability insurance with combined single limits of $1,000,000 per occurrence subject to a minimum aggregate limit of $2,000,000, c.) Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of $1,000,000.00. Performance and Payment Bond - The Contractor shall secure Surety Bonds in the form of: a Performance Bond for One Hundred percent (100%) of the Contract price and Payment Bond for One Hundred percent (100%) of the Contract price. Bonds requirements shall increase consistent with any Contract price increases.
7. Conflict of Interest – The contractor agrees to comply with applicable conflict of interest provisions outlined in 24 CFR Part 85 and 24 CFR 570.
8. Permits - It is the vendor's responsibility to obtain all permits necessary to perform the work specified in the RFP and assume any fees associated with doing so
9. As required, the contractor must l comply with Section 3 requirements, as described in Appendix A.
10. No reimbursement is contemplated to be paid for travel under contracts awarded.
11. Term of Agreement - The term of the contract is four months.
12. Contracts will become effective on ADR's notice to proceed date.
13. Governing Laws and Regulations - The Contractor will be required to comply with all applicable Federal State and local requirements identified in the executed contract.
14. Contractor must have a Detroit Class A or B wrecking license at time of proposal submission to perform demolition work within Detroit boundaries.

SECTION 7
SELECTION CRITERIA

Following receipt of the vendor's proposal, ADR will evaluate each response. All proposals that meet the minimum qualifications of the RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless ADR determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the vendor is acceptable. ADR reserves the right to request clarification of proposals submitted. If this is

necessary it will be done in writing with request for a written response by the vendor within a specified period of time.

Upon contract award, ADR Consultants, LLC and the vendor shall execute a Services Contract, which shall contain all contractual terms and conditions in a form provided by ADR. No contract shall become effective until the contract has been approved and signed by ADR. Prior to completion of this approval process, the vendor shall have no authority to begin work under the contract. ADR shall not authorize any payments to the vendor prior to such approval; nor shall ADR incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.

The contract shall be deemed authorized to begin work under the contract once the requirements of the aforementioned paragraph have been satisfied and upon written receipt of said contract.

Evaluation Criteria – Selections will be made based on materials submitted in response to the RFP, as well as follow-up interviews if needed. The following criteria will be used to rate each proposal and provide the basis for selection:

Factor Number	Evaluation Factors	Maximum Points
3	**Ability to Meet Production Goals within Timelines** The bidder's demonstration of readiness to proceed and availability to complete work assigned within timeframes required	**45**
4	**HUD Section 3** HUD Section 3 Compliance Plan *(Compete description of HUD Section 3 point allocation is provided with Compliance Plan Template)*	**5**
5	**Price** The ability to demonstrate reasonable costs in performing services and activities identified in the RFP.*	**50**

SECTION 8
SUBMISSION REQUIREMENTS AND INSTRUCTIONS

Bidders responding to this RFP must complete and submit all required forms, documents or additional information requested. Vendors shall submit one original and two (2) copies plus one on a flash drive of their RFP response. Bidder's responses to this proposal must be submitted in a sealed envelope, which is clearly marked with the following information;

- RFP# 05292013A
- Demolition of Residential and Commercial Buildings
- Company's Name and Address
- Proposal Due Date
- Attention: Barry Ellentuck - ADR

The proposal must be received no later than 2 pm on Friday, June 7, 2013 at:

Michigan Land Bank
Cadillac Place
3022 West Grand Blvd, Suite 4-600
Detroit, Michigan 48202
Attention: Barry Ellentuck - ADR

Proposals can be mailed to the above address or may be delivered in person. If mailed, responses must be received on or before June 7, 2013 at 2pm. Faxed proposals will not be accepted. Proposals received after the deadline will be rejected. ADR will publicly read all proposals received on June 7, 2013 2pm at the address referenced above. This will be the vendor's opportunity to be informed as to what firms submitted a response to the RFP. ADR is not responsible for any unmarked proposals or undelivered proposals regardless of the circumstances.

Proposals must be signed by an officer or representative of the company who is authorized to bind the company to an agreement obligation with ADR. Proposals submitted by partnership or joint venture must list the full names and addresses of all parties.

Proposals received become the property of ADR. ADR is not responsible for any costs associated with the preparation or submission of Proposals. Responses received will not be available for review. News releases regarding the selections and any issues related to this RFP are made only with the prior approval of ADR. All firms submitting a Proposal will be notified of ADR's selection. Failure to submit a complete application may result in the disqualification of the bidder's submission.

ADR may make changes to the requirements of this RFP as deemed necessary. Such changes, if made will be in writing, issued through ADR and will be sent to each Bidder Respondent who is on record as having requested a copy of the RFP from ADR. If changes are made, ADR may, at its discretion, extend the time allowed for submission of proposals. Bidders are required to advise ADR prior to the RFP deadline of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the Bidder or the proposal immediately upon occurrence.

ATTACHMENT A
Submission for Demolition of Residential and Commercial Buildings
For Michigan Land Bank

PART 1
Organizational Information

Bidder's Exact Legal Name: _____
(Must be Bidder's name as reflected on its organizational documents, i.e. not a DBA)

List the U.S. State in which Bidder's Legal Entity is organized:_____

Bidder's Type of Legal Entity (check one)

( ) Sole Proprietorship
( ) Partnership
( ) Corporation
( ) Limited Liability Corporation
( ) Limited Liability Partnership
( ) Other:_____

Certificate of Good Standing
Bidder's Taxpayer ID No.

Bidder's Address:
_____
Street City State Zip Code

Bidder's Website Address: _____ Email Address:_____

Phone Number:_____

Contact Information:

Name: _____

Phone Number:_____ email address:_____

Address if different from above:

_____

If this is a joint application, include an additional sheet providing all information above.

PART 2
Documents Required for Submission with Proposal

Bidder's Name: _____

These documents must be submitted and found acceptable. Failure to submit, incomplete information or documents found to be unacceptable will result in disqualifying the bidder's proposal. No additional review for experience or other factors will be considered.

1. Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
2. Evidence of Insurance: Commercial General Liability with limits not less than $2,000,000; Workers Compensation and Employers Liability with limits not less than $500,000; and, Automobile Liability with limits not less than $1,000,000 per occurrence.
3. Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist in determining the Respondent's financial condition. ADR is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
4. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
5. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing ADR and The State of Michigan. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts.
6. Class "A" or Class "B" Wrecking License
7. Evidence of Bonding Capacity
8. Section 3 Compliance Plan
9. Signature Page
10. Bidders Qualification and Documentation Information
11. Proposal response - one original and two (2) copies plus one on a flash drive
12. Identify types and sources of equipment applicable to perform demolition activities identified under scope of work.
13. Collusion Affidavit
14. Answers to Questions below:

    a. Is your Company currently the subject of any regulatory investigation? If yes, please explain.

    b. Has your Company ever failed to complete work within the last 5 years? If yes, please explain.

c. Has your Company been found non compliant or plead guilty to any regulatory violation within the last 5 years? If yes, please explain.

d. What is the weekly number of demolitions your Company is committing to this program?

PART 3
PROPERTY LIST – GROUP 7E

PROPERTY LIST – GROUP 7E

Below properties Require Abatement per Asbestos Survey document to be found at www.mlbdemo.us under "Contractor" section, Phase 7E

Parcel Number	Street Number	Street Name	RFP Group
16029878.	17135	GREENLAWN	7E
16036599.	17382	KENTUCKY	7E
16045575.	20047	MANOR	7E
16032247.	17209	NORTHLAWN	7E
16034186.	17611	OHIO	7E
16034034.	20504	OHIO	7E
16044022.	20046	PINEHURST	7E
16030393.	17560	ROSELAWN	7E
16030751.	17187	ROSELAWN	7E
22022559.	19350	STEEL	7E
16039620.	18243	WASHBURN	7E
16034885.	18920	WISCONSIN	7E
16034791.	17216	WISCONSIN	7E
16034886.	18930	WISCONSIN	7E
16028429.	17390	WOODINGHAM	7E
16028520.	18960	WOODINGHAM	7E

Emergency Letters will be provided for the following properties.

NA

Special Instructions:

All properties located in Detroit

PART 4
Affidavit

DEMOLITION OF RESIDENTIAL AND COMMERCIAL BUILDINGS RFP No.

_____
Contractor

State of Michigan)
County of)

_____being duly sworn,

Deposes and says that he/she

( ) Is the above named Contractor

( ) Is the authorized representative of the above named Contractor

The Contractor further states that before submitting his/her proposal for the Work, he/she reviewed the Standard Specifications for the Demolition of Buildings, prepared by the Michigan Land Bank, dated _____ and all bulletins issued thereto as stated in the Proposal Form.

Further, the Contractor certifies that he/she

- fully understood all provisions stated in those Specifications
- has had prior experience in the type of Work required by the Contract Documents and that he has the necessary finances, personnel and working organization and equipment available to execute the proposed Work in accordance with the requirements of the Contract Documents.
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past three (3) years
- has visited the sites identified for demolition in this RFP and is capable of performing the scope of work identified in the RFP within the allowable timeframe.

Signed_____

Subscribed and sworn to before me this _____day of 2013

_____my commission expires,

Notary Public_____County, Michigan.

NOTARY SEAL:

PART 5
Completeness Checklist

Use this form to check to ensure that all documents are included with your submission

_____ Part 1 – Organizational Information

_____ Part 2 – Required Documents for Submission

_____ Appendix E – Price Proposal

_____ Part 4 – Affidavit

_____ Part 6 - Affidavit

_____ HUD Section 3 Compliance Plan

PART 6 - NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of Michigan)

County Wayne)

_____,

_____being first duly sworn, deposes and says that:

He / She is,_____, of
(Owner, Partner, Officer, Representative, Agent)

_____
(Contractor that has submitted the attached Proposal**)**

He / She is fully informed respecting the preparation and contents of the attached, Proposal and of all pertinent circumstances respecting such Proposal.

Such Proposal is genuine and is not a collusive or sham proposal.

Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the person making this statement, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, Firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, Firm or person to fix the price or prices in the attached Proposal or the Proposal of any other Proposer, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Michigan Land Bank or any person interested in the proposed Contractor; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, partners, employees, or parties in interest, including the person making this statement.

_____
(Signature)

_____
(Title)

Subscribed and sworn to before me this _____day of, 2013

_____my commission expires,

Notary Public_____County, Michigan.

NOTARY SEAL:

APPENDIX B

These are the instructions which should be followed to fill out the HUD Section 3 Compliance Plan which accompanies this RFP.

Michigan Land Bank HUD Section 3 Compliance Plan Template

Suppliers must complete the template documents contained in tabs marked Part A and Part B. If an item is not applicable, select or mark N/A in that section of the document. The remaining tabs contain reference information. After completing the items contained in the tabs marked Part A and Part B, these items will comprise your company's initial Michigan Land Bank HUD Section 3 Strategic Compliance Plan. During the life of the HUD Section 3 covered contract, your company will email monthly updates of your company's Michigan Land Bank HUD Section 3 Strategic Compliance Plan to the Michigan Land Bank Finance- Purchasing Division HUD Section 3 Compliance Office. Specific email directions will be provided after companies have been awarded the Section 3 covered contracts by the Michigan Land Bank Finance Purchasing Division, HUD Section 3 Compliance Office.

Part A 1. CONTRACTOR INFORMATION

Fill in the requested information on each adjacent line. Drop down boxes are provided for some responses. Please identify your company's Section 3 Contact or Payroll Contact person, contact telephone number and email.

Part A 2. CONTRACT INFORMATION

Provide the RFP number you are submitting this PLAN to accompany. Use drop down menus where applicable.

Part A 3. WORKFORCE INFORMATION

Provide information identifying your company's current workforce that will work on or be associated with this demolition contract. Please provide details requested including any existing Section 3 "income eligible" employees.

Part A 4. PROJECTED WORKFORCE

Provide information on projected workforce required to complete to work on this demolition contract. Please provide details requested for projected new hires including Section 3 "income eligible" new hires.

Part A 5. SUB-CONTRACTOR INFORMATION

Provide information requested about existing sub-contractors or projected sub-contractors. details as requested for sub-contracts with Section 3 Business Concerns.

Part A 6. SECTION 3 RESIDENTS AND SECTION 3 "INCOME ELIGIBLE" INDIVIDUALS RECRUITMENT STRATEGY

If you plan on including new hires with this contract, provide information requested regarding recruitment of Section 3 "income eligible" individuals. See Part B, Income Eligibility, for detailed information about eligible household income limits.

Part A 7. SUB-CONTRACTOR RECRUITMENT STRATEGY

If you plan to sub-contract work on this contract, provide information requested about Section 3 Business recruitment.

Part A 8. TRAINING, APPRENTICESHIP, AND OUTREACH

Provide information requested about on-the-job training or apprenticeship opportunities offered by your company.

Part A 9. INTENT TO COMPLY

Read the Intent To Comply with the Michigan Land Bank HUD Section 3 contract and reporting requirements. Sign and date this agreement.

Part B. SECTION 3 INCOME ELIGIBLE RESIDENT CERTIFICATION

"Income Eligible" individuals must complete the Income Eligibility Part B form to request Section 3 certification. Suppliers must verify household income eligibility for Section 3 "income eligible" applicants. Please submit household income verification documentation. Eligible residents living in the local neighborhood or local service area are given Section 3 preference certification.

APPENDIX C – ENVIRONMENTAL REQUIREMENTS

HAZARDOUS MATERIAL REMOVAL SPECIFICATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. Remove and dispose of hazardous materials identified in the Pre-Demolition Environmental Assessment (EA) in accordance with United States Environmental Protection Agency (USEPA) and Michigan Department Environmental Quality (MDEQ) regulations. The hazardous materials in the building structures may include, but not limit to, fluorescent light tubes, mercury-containing equipment (lamps, mercury switches, thermostats), hazardous drums or containers, chlorofluorocarbon (CFC) containing equipment, miscellaneous chemicals/products, and other hazardous contaminated materials.

B. Any materials that have not been identified in Pre-Demolition EA report may be present in the buildings containing hazardous contaminant concentration above the RCRA disposal limits. The hazardous contaminated materials shall be removed and disposed of prior to the building demolition.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards
29 CFR Part 1926	Safety and Health Regulations for Construction

40 CFR Part 261	Identification and Listing of Hazardous Waste
40 CFR Part 262	Standards Applicable to Generators of Hazardous Waste
40 CFR Part 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
49 CFR Part 171-179	Department of Transportation Regulations to Hazardous Materials Transportation

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 30	(1990) Flammable and Combustible Liquids Code
NFPA 70 B	(1990) Recommended Practice for Electrical Equipment Maintenance
NFPA 325M	Fire Hazard Properties of Flammable Liquids, Gases, and Volatile Solids

STATE OF MICHIGAN

PA 451, PART 201	Michigan Natural Resources and Environmental Protection Act
PA 451, PART 111	Michigan, NREPA Hazardous Waste Management Act
PA 451, PART 115	Michigan, NREPA Solid Waste Management Act
PA 451, part 121	Michigan Liquid Industrial Waste Act

1.3 SUBMITTALS

A. Work Plan

The Contractor shall submit a work plan including the procedures proposed for the accomplishment of removal and disposal of hazardous materials prior to proceeding with any removal and disposal work.

B. Disposal Documents

The Contractor shall submit a report summarizing all activities including a copy of the records of inspections and tests, as well as all analytical results for disposal of hazardous materials.

The Contractor shall provide copies of all licenses, certifications, permits, agreements, manifests, chain of custody records, weigh tickets, meter recordings, delivery tickets, and receipts required or issued for the disposal of materials, the methods used, and the disposal areas and facilities. The Contractor shall also provide a copy of the results of tests performed to comply with the requirements of each disposal facility.

C. Manifests

The Contractor shall submit a copy of the official manifest for each shipment of removed hazardous materials to an approved licensed disposal facility. All manifests shall be in accordance with the requirements of all the applicable Federal, State and Local regulations.

1.4 SAMPLING AND ANALYTICAL TESTING

A. All analytical testing and sampling as required for hazardous material disposal shall be performed by a certified laboratory.

1.5 REGULATORY REQUIREMENTS

A. The Contractor shall comply with all applicable Federal, State and local regulatory requirements related to the hazardous material removal and disposal work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

A. Preparation

The Contractor shall be responsible for obtaining all required permits. The Contractor shall provide approved containers, vehicles, equipment, labor, labels, and manifests and other documents necessary for accomplishment of the work.

B. Safety Guidelines

1. All work associated with hazardous materials shall be performed at appropriate Personal Protection Level as defined by OSHA.

2. Personnel working inside the site shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work.

C. Control of Work

The Contractor shall perform work in accordance with the requirements of the drawings and specifications and shall take direction from the Department for this contract.

3.2 PROTECTION

A. As part of the overall Health and Safety Plan, the Contractor shall conduct air monitoring at the site. Air monitoring instruments included Organic Vapor Analyzer (OVA) or Photoionization Detector (PID) for monitoring total organic vapor levels and Real-time MiniRam for monitoring total dust levels. The Contractor may use stricter standards for working under such conditions.

3.3 REMOVAL AND DISPOSAL

A. General

The Contractor shall provide all labor, materials, equipment, transportation, packaging, sampling and testing, and incidentals required to perform removal and disposal of hazardous materials. The hazardous materials shall be handled in accordance with all applicable Federal and Michigan regulations.

B. Hazardous Materials

All hazardous materials shall be removed from the project site and disposed of in an approved licensed facility. The Contractor shall provide the Department with manifests, certificates and other such evidence as may be required by Federal, State, and local regulations, to show that hazardous contaminated materials of all types were properly transported, received and disposed of in approved disposal facilities.

3.4 DISPOSAL

A Disposal of hazardous materials shall be in accordance with all Local, State, and Federal solid and hazardous waste laws and regulations, including Resource Conservation and Recovery Act (RCRA), Michigan Act 64, Act 136, and Act 451 and conditions specified herein.

END OF SECTION

PCB MATERIALS REMOVAL SPECIFICATION

PART 1 GENERAL

1.1 WORK INCLUDED

A. Remove and dispose of PCB transformers, capacitors, and fluorescent light ballasts, and other PCB materials.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR Part 1910	Occupational Safety and Health Standards
29 CFR Part 1926	Safety and Health Regulations for Construction
40 CFR Part 761	Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in Commerce and Use Prohibitions

STATE OF MICHIGAN

PA 451, PART 147	PCB compounds

1.3 SUBMITTALS

A. Work Plan

Prior to proceeding with the removal and disposal work, the Contractor shall prepare a work plan including the means, methods, and procedures proposed for removal and disposal of PCB materials.

The work plan shall provide a detailed description of the methods and equipment to be used for each operation and the sequence of operation and safety precautions to protect personal and property. The name and location of the licensed disposal facilities for all removed PCB materials shall be stated in the work plan.

B. Licensed TSCA Disposal Facilities

The Contractor shall submit the selected licensed TSCA disposal facilities for the disposal of all PCB contaminated materials to the Department for approval.

C. Disposal Documents

Copies of all licensed, certificates, permits, weight tickets and waste manifests for TSCA materials shall be submitted to the Department verifying proper disposal of the PCB contaminated materials. All manifests shall be in compliance with the requirements of 40 CFR, Part 761, 40 CFR, Part 262 and State and local regulations.

1.4 SAMPLING AND ANALAYTICAL TESTING

A. All analytical testing and sampling as required for PCB materials disposal shall be performed by a certified laboratory.

1.5 REGULATORY REQUIREMENTS

A. The Contractor shall comply with all applicable Federal, State and local regulatory requirements related to PCB removal and disposal work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 GENERAL

A. Preparation

The Contractor shall be responsible for obtaining all required permits. The Contractor shall provide approved containers, vehicles, equipment, labor, labels, manifests and other documents necessary for accomplishment of the work.

B. Safety Guidelines

1. Work associated with hazardous materials shall be performed at appropriate Personal Protection Level as defined by OSHA.

2. Personnel working inside the site shall be trained and made thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work.

C. Control of Work

The Contractor shall perform work in accordance with the requirements of the drawings and specifications and shall take directions only from the Department for this contract.

3.2 PROTECTION

B. As part of the overall Health and Safety, the Contractor shall conduct air monitor at the site. Air monitoring instruments included Organic Vapor Analyzer (OVA) or Photoionization Detector (PID) for monitoring total organic vapor levels and Real-time MiniRam for monitoring total dust levels. The Contractor may use stricter standards for working under such conditions.

3.3 REMOVAL AND DISPOSAL REQUIREMENTS

All handling, disposal, waste manifesting, record keeping requirements, as set forth in 40

CFR 761 – Polychlorinated Biphenyls (PCB) Manufacturing, Processing, Distribution in

Commerce and Use Prohibitions shall be followed.

C. PCB Transformers and Capacitors Removal

Transformers and capacitors found at the site may contain PCBs. If it is found that these transformers and capacitors contain PCBs, they shall be removed, segregated from other material, and disposed of in a licensed TSCA facility.

D. PCB Ballasts Removal

Fluorescent light fixtures, which may contain PCB ballasts are present at the buildings at the site. The Contractor shall properly remove and segregate PCB ballasts from other materials, and dispose of PCB ballasts in a licensed TSCA facility.

E. Spills

The Contractor shall, at its cost clean up any spills of PCB on-site or off-site that occur because of the Contractor's negligence during removal and disposal activities. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. The Contractor shall immediately notify the Department and appropriate governmental authorities of the incident. Cleanup shall be in accordance with applicable Federal, State, and local laws and regulations.

END OF SECTION

Appendix D – RFP/Contract Definitions

I. DEFINITIONS

Capitalized terms, or pronouns defined herein, or used in the remaining Contract Documents, incorporated by reference, shall have the definitions set forth herein unless a different meaning is made clear by the context.

ADR – Means ADR Consultants, LLC a private company contracted by the Michigan Land Bank to provide demolition Technical Assistance.

ADEQUATELY WET – means sufficiently mixed or penetrate with liquid to prevent the release of particulates or visible emissions.

ASBESTOS CONTAINING MATERIAL (ACM) – includes both friable (i.e., easily crumbled or reduced to particles) asbestos-containing material or Class I non-friable asbestos-containing material.

BACKFILL- means filling the Open Hole left after removal of the Foundation to Final Grade level, with approved Backfill material according to the Specifications.

BULLETINS- means any additional Contract provisions, changes, revisions or clarifications of the Contract Documents issued in writing by the Director; on behalf of the MLB, to prospective proposers prior to the receipt of the proposals.

CHANGE ORDERS- means any material change to the overall scope of the Contract, which requires prior approval by the MLB. Example: changes in Contract price, which may result from changes in Scope of Work requirements.

MLB- means the Michigan Land Bank, a municipal corporation.

CLASS A LICENSE- means a wrecking Contractor's license authorizing the holder thereof to wreck all types of buildings and structures including wood frame masonry, steel frame and reinforced concrete buildings and structures unlimited by height.

CLASS B LICENSE- means a wrecking Contractor's license authorizing the holder thereof to wreck non-concrete or steel frame structures less than or equal to three (3) stories or thirty-five (35) feet in height.

COMPLETE WORK- means the Contractor's compliance with all licensing, permit, safety, and environmental requirements as well as site clearance, demolition of all buildings to include exterior walls, basement walls, basement foundations, footings, and slab-on-grade, appurtenances, contiguous buildings, fences, concrete walks, drives, transportation of debris, and backfilling and finishing the site surface with a Final Grade.

CONTRACT or CONTRACT DOCUMENTS- means all directions, requirements, standards, terms and conditions of performance as specified in this RFP in addition to any additional Contract provisions, changes, revisions or clarifications authorized by the Director or the Director's designee.

CONTRACTOR- means the individual or legal entity contracting with ADR for performance of the prescribed Work.

DEMOLITION OFFICE – means TBD

DRAWINGS or CONTRACT DRAWINGS- means those drawings specifically entitled, dated and listed in this RFP, the Contract or any Bulletin.

EMERGENCY- means any building of such questionable structural integrity that it is deemed to be in imminent danger of collapse as determined by a Michigan Land Bank Building Official.

EMERGENCY DESIGNATED STRUCTURES – any building declared an Emergency that is awarded to a Contractor for demolition in accordance with these Specifications.

EXPERIENCED – means the Proposer/Wrecking Company has at least three years demolition experience and has demolished at a minimum one hundred (100) residential and twenty (20) commercial structures.

EXTRA WORK- means Work other than that expressly stated or implied in the Contract Documents at the time of execution of the Contract.

FINAL GRADE- means removing all excess material, rubbish, and debris from the premises, and leveling the surface of the lot to conform to the grade of the abutting properties. The leveling of the lot surface shall prevent excessive liquid run off into the abutting street, alley or adjacent properties or cause pooling.

FOUNDATION – all parts of a demolished structure still existing in the ground after Knockdown and Load-out, including but not limited, to basement walls, basement foundations, footings and slab on grade foundations.

HAZARDOUS MATERIALS- explosives, pyrotechnics, flammable gas, flammable compressed gas, nonflammable compressed gas, flammable liquid, combustible liquid, oxidizing materials, poisonous gas, poisonous liquid, irritating material, etiologic material, radioactive material, corrosive material, or liquefied petroleum gas. Michigan Fire Prevention Code, Public Act 207of 1941 Also see Title 48 CFR, Part 171.8, Part 172.101, 40 CFR 26.13, and 49 CFR 171.8.

KNOCKDOWN- means the structure is brought down into the basement area or in a neat pile on the grade.

LOAD-OUT or LOAD-OUT PHASE- means the removal of demolition debris after Knockdown , occurring prior to the removal of the Foundation.

NATIONAL EMISSION STANDARDS FOR HAZARDOUS AIR POLLUTANTS (NESHAP) - are air quality standards issued under the Clean Air Act for emissions standards set by the United States Environmental Protection Agency (EPA) for an air pollutant not covered by The National Ambient Air Quality Standards (NAAQS) that may cause an increase in fatalities or in serious, irreversible, or incapacitating illness.

NOTICE- means written notice.

OPEN HOLE – is a depression in the earth resulting from excavation and removal of all demolition debris and the Foundation of the structure after Knockdown.

PAYMENT BOND- is a bond secured by the Contractor that assures payment as required by law to all persons supplying labor and material in the execution of the Work provided for in the Contract.

PERFORMANCE BOND- is a bond executed in connection with a Contract to secure fulfillment of all the Contractor's Contractual obligations.

PERMIT – is an official certificate, that authorizes performance of a specified activity (i.e., construction, repair, demolition), issued by the approving authority with proper jurisdiction.

REQUEST FOR PAYMENT- means an invoice submitted by the Contractor for Work performed under the Contract.

RESPONSIBLE PROPOSER- is a Contractor possessing the demonstrated judgment, skill, ability, capacity, experience and integrity, requisite and necessary to perform the Work to standards and in the specified time, without regard to competing Contract commitments. See e.g., MCL 123.501

RESPONSIVE PROPOSAL- is a proposal that conforms, in all-material aspects, to the terms, conditions, specifications and requirements of the solicitation. See e.g., MCL 123.502

SCOPE OF WORK- encompasses all Contract performance requirements expressly stated or implied that are required to be furnished and completed by the Contractor in order to properly satisfy all Contract terms and conditions, except "Extra Work" as defined herein.

SITE- means the area bounded by the perimeter of the address supplied in the Contract or Notice to Proceed in which the Contractor has agreed to confine its operations. In special cases it may include other adjacent areas as may be designated by the Director or the Director's designee.

SPECIFICATIONS- means all of the directions, requirements, standards, terms and conditions of performance as specified in this RFP and the other Contract Documents.

SUBCONTRACTOR- means a person, firm, or corporation, other than the Contractor or its employees that Contracts with the Contractor to furnish, labor, labor and materials, or labor and equipment, at the site, but shall not include one who merely furnishes materials or equipment. All subcontractors shall be approved in advance by the Department.

SURETY BOND- in this context includes a Performance and Payment Bond as defined above and shall satisfy the requirements of 24 CFR 85.36(h)(1)-(3).

TOXIC MATERIALS- means any of 77 toxic substances and 63 flammable substances under the accident prevention provision of Section 112(r) of the Clean Air Act (CAA) and listed in Title 40, Part 68 of the Code of Federal Regulations (CFR); that in sufficient concentration, alone or in combination, poses a severe threat of gross damage to or destruction of the health, safety, or welfare of human, animal, or desirable plant life, or of the environment. Also see, Michigan Fire Prevention Code, Michigan Public Act 207 of 1941. It is important to note that Toxic Materials are a sub-set of Hazardous Materials consequently regulations concerning such substances are thoroughly addressed at the State and Federal Levels.

UTILITIES- means all public or private utility companies such as DTE Energy, SBC Ameritech Telephone Co., the Detroit Water and Sewerage Department, and the Detroit Public Lighting Department, to include name changes of any Utility listed.

UNBALANCED PROPOSAL- is a Proposal offer that contains a substantial variation in price to the extent that it affects the proposal process by giving the Proposer an advantage or benefit not allowed other Proposers.

WORK- is the explicit and implicit Contract Requirements as defined in the Scope of Work.

FREQUENTLY ASKED QUESTIONS

1. **It states in the specs for this demo RFP that a "bond certificate" is require upon submission of these bids. Can you please elaborate on this?**
   A bond is required to be awarded the work. For purposes of the RFP a letter from your bonding agent confirming that you are eligible to be bonded for the amount quoted in your proposal response should be included with each RFP response.

2. **Is it possible to put the RFP's on one or two flash drives in lieu of utilizing one flash drive for each RFP?**
   Yes. Please put submit **ONE** flash drive with each RFP response saved as a separate file.

3. **Is the entire RFP required to be turned in at the time of bid or only the documents to be filled?**
   You only need to return the forms which require you to submit information to ADR and any additional documentation which supports your RFP submittal. It is not necessary to return the instructions and the requirements sent to you. Pay particular attention to the required submittal information and the checklist included to ensure that all required information is returned.

4. **The document states that the vendor will obtain permits. Will the vendor be required to obtain utility clearances?**
   No. MLB will pay for and provide all utility clearances as specified in the bid documents. Contractor is responsible for the cost of the demo permit estimated at $150 for an average residential structure.

5. **What is the meaning of ABATED?**
   Asbestos already removed by a licensed contractor.

6. **Will partial payments be allowed at open hole?**
   NO. Vendor shall invoice for work upon completion or per expedited payment option.

7. **Should we decide to submit multiple RFPS do we need 2 copies of each RFP even though everything is identical? Can we select which groups for which we would like to be considered and submit one RFP?**
   No. Suppliers must submit a complete bid response for each RFP as per the instructions of the RFP.

Appendix E – Pricing

	Address	City	Type	Abatement Cost	Demolition Cost	Total
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8						
9.						
10.						
			Total:			

Expedited Payment Option:

Contractor can have option to invoice job at Wood Load out instead of at completion. ADR will begin processing contractor payment while work is underway to shorten (30) day pay cycle to net payment to contractor within days (0-14) after completion. Please advise discount level to above pricing if payment can be expedited to contractor (0-14) days after completion. Expedited payment option only available to contractors offering pricing discount from regular 30 day pay timeline.

Total Discount Amount = $_____