

# Calhoun County Land Bank Authority

## Request for Proposals: Environmental Abatement Services

**For grant funded and general projects, including the following:** Neighborhood Stabilization Program 2 (NSP2) Program Income Round 2 (NSP2 PI Round 2) – Blight Elimination in Battle Creek; and HOME rehabilitation funding; and general CCLBA projects.

**RFP NUMBER:** #13-CCLBA-2015

**DATE ISSUED:** June 25, 2015 **AMENDED:** July 10, 2015

**DATE DUE:** July 14, 2015; 3:00 PM (LOCAL TIME)

RFP will be opened publicly at this time in the Purchasing Department,  
315 W. Green Street, Marshall, MI

**Please Note:** These grant funded projects are being issued in partnership between the Michigan State Housing Development Authority and the CCLBA.

**Para una versión en Español, por favor llamar a Krista Trout-Edwards – 269-781-0859**

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## REQUEST FOR PROPOSALS: ENVIRONMENTAL ABATEMENT SERVICES

### BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA) for environmental abatement services for identified grant funded project sites as well as for general projects funded by the CCLBA. The CCLBA owned, and in some instances Calhoun County Treasurer owned, project sites (see Appendix A) are being demolished or rehabilitated through grant or general CCLBA funds. The grants are as follows (see *Other Aspects to Consider (C & D)* below for additional information):

1. **NSP2 PI Round 2** – Project sites in Battle Creek, CCLBA will provide project management and contract oversight
2. **HOME Grant** – Project site in Battle Creek, CCLBA will provide project management and contract oversight and the City of Battle Creek will provide overall grant management.

The CCLBA invites the submission of proposals from certified asbestos, and environmental hazard, and lead abatement contractors. Contractors will provide the abatement of asbestos and hazardous materials prior to demolition or rehabilitation of structures; lead abatement may be necessary for rehabilitation projects. Projects funded under NSP2 PI R2 (see Section 1 in Appendix A) will require asbestos and hazardous material abatement. Other projects, including the rehabilitation funded under HOME may require lead abatement. Licensed companies with demonstrated experience in this area and an interest in making their services available to the CCLBA are invited to respond to this RFP.

### IMPORTANT DATES

**RFP Issue Date:** June 25, 2015

**Questions Due:** July 7, 2015 at 5:00 pm

**Answers Available:** July 9, 2015 at 5:00 pm

**Proposal Due Date:** July 14, 2015 at 3:00 pm

**Tentative Award Date:** July 21, 2015

### SCOPE OF WORK/DELIVERABLES

The CCLBA seeks sealed proposals from Respondents to provide environmental abatement for asbestos, hazardous materials (e.g. tires, mercury thermometers) and lead prior to the demolition or rehabilitation of structures. Please note, project sites may change during the course of this contract. **Projects listed in Section 1 in Appendix A must be completed within one month of the award date.** All respondents must possess the necessary qualifications to provide these services. Project sites are owned by the CCLBA, or in some instances the Calhoun County Treasurer, and will be foreclosed, abandoned or blighted properties in various states of disrepair.

**OTHER INFORMATION RELATED TO BID WORK:**

1. **LEAD-BASED PAINT ABATEMENT:** Abatement for lead-based paint, as stated in Federal Regulations 24 CFR Part 35.132(a), shall be abated in accordance with the methods and standards established by the State of Michigan and or the Environmental Protection Agency (EPA).

The contractor is to perform lead abatement on all painted surfaces inside and outside the structure; and, all accessory structures (garages, sheds, fences, etc) pursuant to the Lead Risk Assessment Survey which will be provided by the Calhoun County Land Bank Authority. The survey shall list the areas tested and whether lead was found. The abatement must be completed in a manner that will provide a successful "Final Clearance Examination" which shall be performed by licensed personnel in accordance with the current US Department of Housing and Urban Development (HUD) for all Federal or State funded projects, as applicable.

If a contractor informs the CCLBA or City of Battle Creek that the abatement is complete and the site fails to pass the clearance inspection, the contractor shall be liable to cover the cost of the clearance inspection. If the site passes the clearance inspection, the CCLBA will pay for the clearance inspection.

2. **ASBESTOS CONTAINING MATERIALS ABATEMENT:** Abatement shall be performed in accordance with the methods and standards established by the State of Michigan and/or the Environmental Protection Agency. The actual abatement shall be performed utilizing and complying with OSHA, MIOSHA, NIOSHA, MDPH, MDEQ, and EPA approved methods.
3. **HAZMAT ABATEMENT:** The abatement shall be performed in accordance with the methods and standards established by the State of Michigan and/or the Environmental Protection Agency. The actual abatement shall be performed utilizing and complying with OSHA, MIOSHA, NIOSHA, MDPH, MDEQ, and EPA approved methods.
4. **WRITTEN DOCUMENTATION:** The Contractor shall be responsible for preparing or causing to have prepared documentation for the approval and use by the Calhoun County Land Bank Authority or in certain cases, the City of Battle Creek, for abatement services. This would include the following:
  - a. For **Lead Abatement &** Asbestos Abatement Services:
    - i. Certification statement that the documented material was abated and the date of service;
    - ii. Copy of the required State 10 Day Notice or a certified form explaining why this notice is not required for each project;
    - iii. Copy of waste manifest;
    - iv. Copy of all waste tickets;
  - b. For HAZMAT Abatement:
    - i. Copy of the required State 10 Day Notice or a certified form explaining why this notice is not required for each project;
    - ii. Certification statement that the documented material was abated and the date of service;
    - iii. Copy of itemized list showing all items removed from property as well as photographic documentation (photos to be supplied upon request of CCLBA);
    - iv. Copy of the waste manifest;
    - v. Copy of all waste tickets.

**WORK REQUEST RESPONSE:** Contractors shall begin notification process and/or inspection within 72 hours after notification from the Calhoun County Land Bank Authority unless directed otherwise.

The CCLBA reserves the right to select the contractor(s) that best meets the CCLBA's goals and objectives, quality levels, as well as its educational and service level expectations. The CCLBA reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part, or not at all and/or determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the CCLBA. The CCLBA may select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s).

## THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. **Letter of Interest containing the following:**

- a. Name of lead firm and any subcontractors as well as relevant contact information (including email address).
  - i. Names and contact information of all persons with an ownership interest in said organization.
- b. Description of organization (e.g. Corporation, Limited Liability Company, or Joint Venture)
- c. A summary of the qualifications of the Respondent and team
  - i. Years of experience in providing specified services
  - ii. Identification of MBE/WBE or Section 3 (see Appendix B) enterprise; if applicable, separately include supporting documentation.
- d. Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.

2. **Submit one of the following:**

- a. Certificate of Good Standing for Corporations Companies issued by the Michigan Secretary of State; or
- b. Certificate of Existence for Limited Liability Companies issued by the Michigan Secretary of State; or
- c. Certificate of Good Standing or Certificate of Existence for Joint Ventures; or
- d. "Doing Business As" documentation and certificates for all other types of businesses.

3. **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. The selected Contractor shall agree to indemnify and hold harmless the CCLBA, Michigan State Housing Development Authority, U.S. Department of Housing and Urban Development, and its officers, agents, and employees from any and all claims, causes, or actions, and damages of any kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the CCLBA, MSHDA, HUD, or its officer, agents, or employees in connection with said contact.

4. **Work Plan including the following:**



- a. Proposed schedule and work plan to accomplish all asbestos reports for grant funded projects within one month of award.
  - b. Section 3 plan for grant funded work, if applicable.
5. **Affidavit of Contractor Concerning Section 3 Covered Contracts in Excess of \$100,000** (Appendix B)
  6. **Budget & Pricing Proposal** (see Appendix C)
  7. **Evidence of State Licenses and/or certifications.**
  8. **Three References and project overview for similar agencies for which you have done similar work** (see Appendix D)
  9. **Non-Collusion Affidavit** (see Appendix E)
  10. **Experience providing required services and experience with Federal/State grants** (see Appendix F)

## EVALUATION AND SCORING

In evaluating responses to this Request for Proposal, the review committee will take into consideration the experience, location of business, MBE/WBE/Section 3 status, and costs that are being proposed by the Respondent. Proposals should provide a straightforward, concise description of the proponent's capabilities to satisfy the requirements of the RFP. The following Evaluation Criteria will be considered in reviewing submittals (see Appendix F):

Experience in providing the requested service

Pricing (Appendix C)

Qualifications

Location of Business

Section 3 Certification or MBE/WBE (Appendix B)

## OTHER ASPECTS TO CONSIDER

### A. RFP Overview

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, shall be capable of providing the specified services. The Respondent shall be financially solvent and its employees and or subcontractors shall be competent to perform the services required under this RFP.

Nothing in this RFP shall be construed to create any legal obligation on the part of the CCLBA or any respondents. The CCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the CCLBA for any costs, expenses or fees related to this RFP or responding to it. All supporting documentation submitted in response to this bid will become the property of the CCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known; however, submissions are to be firm and cannot be withdrawn for a period of thirty (30) calendar days after opening.

The CCLBA has adopted [Purchasing Policies and Procedures for the Procurement Process](#) available online or through the Calhoun County Purchasing Department at 315 W Green Street, Marshall, MI 49068, or via phone at 269-781-0981.



## B. Terms of Contract

Any contract awarded pursuant to this RFP solicitation for grant funded projects shall be effective until projects are completed; for general CCLBA funded projects the contract shall be in effect for twelve (12) months with the option for renewal for two subsequent twelve (12) month periods at the discretion of the CCLBA. All contracts made by the successful applicant with subcontractors shall be covered by the terms and conditions of the contract which will incorporate this RFP and any response by applicants. Applicants must submit a work plan/schedule demonstrating how they will meet the deadline to complete the work. The successful applicant shall contractually require their subcontractors to comply with these terms and conditions.

## C. Grant Background

1. **NSP2 PI Round 2** – Under the Recovery Act, Congress established the Neighborhood Stabilization Program 2 (NSP2) to stabilize neighborhoods whose viability is negatively affected by properties that have been foreclosed upon and abandoned. NSP2 provides grants to states, local governments, nonprofits and a consortium of public and or private nonprofit entities on a competitive basis.

The Michigan NSP2 Consortium received \$223,875,339 under the original grant allocation and MSHDA made additional funding available under the NSP2 PI Round 1 grant. The CCLBA and City of Battle Creek were awarded \$264,990 in grant funds for the demolition of twenty-four (24) structures in qualifying Census areas in Battle Creek.

2. **HOME Grant** – The CCLBA received a HOME funded development grant of \$75,000 for the rehabilitation of the single-family home at 253 N McKinley in the City of Battle Creek. This grant falls under the HOME Affordable Homeownership Program.

## D. NSP2/CDBG Federal Regulations

For NSP2 PI Round 2 projects, award recipients must follow the Community Development Block Grant (CDBG) Program rules and regulations. However, for NSP2 PI Round 2 that applies unless stated otherwise in the May 4, 2009 of the Federal Register Notice [Docket No. FR-5321-N-01] regarding [Title XII of Division A of the American Recovery and Reinvestment Act of 2009](#), which is posted on:

[http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2\\_nofa.pdf](http://www.hud.gov/offices/cpd/communitydevelopment/programs/neighborhoodspg/pdf/nsp2_nofa.pdf)

Respondents are strongly encouraged to read these regulations prior to submitting their response to this RFP. All NSP2 funds awarded through reallocation must be administered as per the official regulations.

## F. Economic Sanctions

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed RFP/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran Economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et.seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

**G. All work shall confirm to the following federal requirements where applicable:**

- 24 CFR 570.061 – Equal Opportunity and Fair Housing
- 24 CFR 570.602 – Affirmative Marketing
- 24 CFR 570.603 – Davis Bacon Wage Rates for Projects with 8 or more units
- 24 CFR 570.604 – Environmental Review
- 24 CFR 570.605 – National Flood Insurance Program
- 24 CFR 570.606 – Displacement, Relocation and Acquisition
- 24 CFR 570.607 – Lead Based Paint
- 24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors
- 24 CFR 570.611 – Conflict of Interest
- 24 CFR 85.36 – Procurement
- Executive Order 11246

## RFP SUBMITTAL GUIDELINES

### SELECTION PROCESS

The Selection Committee comprised of the CCLBA staff and Calhoun County Purchasing Department staff will review qualifications in accordance with the objectives and policies. Submissions that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest overall price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in the RFP. In addition, proof of general liability, workers' compensation and automobile insurance must be submitted by the successful bidder prior to the finalization of the contract.

The CCLBA reserves the right to select the contractor that best meets its goals and objectives, quality levels, as well as its educational and service level expectations. The CCLBA reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part, or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the CCLBA.

### QUESTIONS

Written questions must be submitted via email to [kedwards@calhouncountymi.gov](mailto:kedwards@calhouncountymi.gov) by **5:00pm Tuesday, July 7, 2015**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website ([www.calhouncountymi.org](http://www.calhouncountymi.org)) by **5:00pm Thursday, July 9, 2015**.



## SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Tuesday, July 14, 2015. The prevailing clock shall be [www.time.gov](http://www.time.gov).

Each Respondent is responsible for labeling the exterior of the sealed envelope containing the proposal response with: proposal number, proposal name, proposal due date and time, and your firm's name.

Each Respondent must submit **THREE (3) UNBOUND HARD COPIES** of its proposal. No bindings of any type or staples, please. Binder clips, paper clips and rubber bands are acceptable. Submissions must be delivered to:

Calhoun County  
Purchasing Department  
ATTN: Leslie R. Obrig  
315 W. Green St.  
Marshall MI 49068

**LATE PROPOSALS WILL NOT BE CONSIDERED**



## CERTIFICATION FORM NOTE

### THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL AS THE COVER PAGE

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to the CCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

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Name of Respondent / Company Name

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Signature of Authorized Representative

---

Typed Name of Authorized Representative

---

Title of Authorized Representative

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Phone Number of Authorized Representative

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Email Address of Authorized Representative



## RFP SUBMITTAL REQUIREMENTS CHECKLIST

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL. MATERIALS MUST BE SUBMITTED IN THE FOLLOWING ORDER:**

- Certification Form Note
- RFP Submittal Requirements Checklist (this page)
- Non-Collusion Affidavit (Please see and complete Appendix E)
- Letter of Interest
- Work Plan
- Budget & Pricing Proposal
- Evidence of Insurance
- Certificate of Good Standing for Corporations, Certificate of Existence for LLCs, Certificate of Good Standing for Joint Ventures, or “Doing Business As” documentation and certificates for other types of businesses
- State Licenses or Certifications for employees that will be assigned to this work
- Three References and accompanying project information for those references (Please see and complete Appendix D)

## APPENDIX A

Demolition Projects – Section 1 (Asbestos & hazardous materials assessments needed)			
Parcel Number	Address	Local Unit	Grant Funding
4920-00-030-0	80 Arthur St	Battle Creek	NSP2 PI Round 2
4920-00-026-0	102 Arthur St	Battle Creek	NSP2 PI Round 2
5270-00-184-0	32 Battle Creek Ave	Battle Creek	NSP2 PI Round 2
5480-00-058-0	170 Goodale Ave W	Battle Creek	NSP2 PI Round 2
5650-00-078-0	393 Elm St	Battle Creek	NSP2 PI Round 2
3780-00-034-0	450 Cliff St	Battle Creek	NSP2 PI Round 2
0135-00-102-0	323 Hubbard St	Battle Creek	NSP2 PI Round 2
4490-00-016-0	15 Jordan St	Battle Creek	NSP2 PI Round 2
8040-00-085-0	37 Bartlett St	Battle Creek	NSP2 PI Round 2
5110-00-109-0	114 Board St N	Battle Creek	NSP2 PI Round 2
0780-00-054-0	28 Cliff St	Battle Creek	NSP2 PI Round 2
8870-00-131-0	354 Hubbard St	Battle Creek	NSP2 PI Round 2
5760-00-006-0	38 Convis St	Battle Creek	NSP2 PI Round 2
3260-00-006-0	27 Seivour Ave	Battle Creek	NSP2 PI Round 2
3260-00-032-0	34 Seivour Ave	Battle Creek	NSP2 PI Round 2
3260-00-008-0	35 Seivour Ave	Battle Creek	NSP2 PI Round 2
9110-00-065-0	101 Grand Ave	Battle Creek	NSP2 PI Round 2
8870-00-256-0	168 Roosevelt Ave W	Battle Creek	NSP2 PI Round 2
6810-04-006-0	91 Post Ave	Battle Creek	NSP2 PI Round 2
6810-04-008-0	95 Post Ave	Battle Creek	NSP2 PI Round 2
7570-00-005-0	26 Dunning Ave	Battle Creek	NSP2 PI Round 2
6810-15-016-0	178 Grenville St	Battle Creek	NSP2 PI Round 2
8260-00-092-0	93 Winter St	Battle Creek	NSP2 PI Round 2
6810-09-018-0	226 Lathrop Ave	Battle Creek	NSP2 PI Round 2
6810-07-008-0	169 Post Ave	Battle Creek	NSP2 PI Round 2
9110-00-025-0	75 Grand Ave	Battle Creek	NSP2 PI Round 2
9280-00-097-0	249 Parish St	Battle Creek	NSP2 PI Round 2
9280-00-096-0	255 Parish St	Battle Creek	NSP2 PI Round 2
9280-00-094-0	261 Parish St	Battle Creek	NSP2 PI Round 2
8910-00-044-0	264 Hubbard St	Battle Creek	NSP2 PI Round 2
3000-13-032-0	154 Harris Ave	Battle Creek	NSP2 PI Round 2
Rehabilitation Project – Section 2 (Lead Risk, and potential asbestos and lead clearance needed)			
4230-00-080-0	253 McKinley Ave N	Battle Creek	HOME

## APPENDIX B

### Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**AFFIDAVIT OF CONTRACTOR CONCERNING  
SECTION 3 COVERED CONTRACTS IN EXCESS OF \$100,000**

STATE OF MICHIGAN    )  
                                          )ss.  
COUNTY OF CALHOUN    )

The undersigned being first duly sworn, deposes and says as follows:

1. That the undersigned is the authorized representative of the contractor.
2. That the contractor understands that this affidavit pertains to a Section 3 Covered Contracts.
3. That the contractor has reviewed the following clauses, understands the same, and further understands that they are applicable to all Section 3 Covered Contracts:
  - A. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to the contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment



opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Contractor will abide by the provisions set forth above.

Further, deponent saith not.

\_\_\_\_\_

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF CALHOUN )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared \_\_\_\_\_, who made oath that he/she has read the foregoing Affidavit of Contractor Concerning Section 3 Covered Contracts, by him/her subscribed, and that the same are true of his/her own knowledge except those matters herein stated on information and belief and to those matters as he/she believes them to be true.

\_\_\_\_\_  
\*, Notary Public  
State of Michigan, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



## APPENDIX C

Completion of the following tables must be clear and legibly hand-written or type-written.

LEAD ABATEMENT PRICING		
Type of Abatement	Type of Control	Price
<b>Exterior Door</b>		
— Interim Controls	Wet, sand door edges & encapsulate	
— Abatement	Replace exterior door	
<b>Interior Door</b>		
— Interim Controls	Wet, sand door edges and encapsulate	
— Abatement	Replace interior door	
<b>Wall or Ceiling Surface</b>		
— Interim Controls	Wet, scrap, & encapsulate	
— Abatement	Encapsulate with drywall and finish drywall	
<b>Exterior Component</b>		
— Interim Controls	Wet, scrap, & encapsulate	
— Abatement	Encapsulate with vinyl siding	
<b>Misc. Surfaces (e.g. exterior or interior trim)</b>		
— Interim Controls	Wet, scrap, & encapsulate	
— Abatement	Replace trim	
<b>Lead Dust</b>		
— Interim Controls	Clean with 8 hour trained worker	
— Abatement	Clean with 40 hour trained worker	
<b>Windows*</b>		
— Interim Controls	Replace with 8 hour trained worker	
— Abatement	Replace with 40 hour trained worker	
*In the space below, please indicate what size opening this is pricing is for, and what additional costs would be added for different sized windows:		
<b>Floors</b>		
— Interim Controls	Wet, scrap, & encapsulate	
— Abatement	Replace with OSB	
<b>Other Costs, if applicable</b>		

ASBESTOS ABATEMENT PRICING		
Type of Material	Unit	Unit Price
Sprayed on Fireproofing	Square Foot	
Hard Wall/ Ceiling Plaster (all layers, metal or wood lathe)	Square Foot	
Soft/Decorative Plaster (all layers, including substrate if necessary)	Square Foot	
Popcorn or sprayed on ceiling or wall texture (all layers, including substrate if necessary)	Square Foot	
Drywall/Mud Compound	Square Foot	
Thermal System Insulation (TSI) straight pipe < 6" diameter	Linear Foot	
TSI straight pipe between 6" & 12" diameter	Linear Foot	
TSI straight pipe > 12" diameter	Linear Foot	
TSI Mud Fitting < 6" diameter	Each	
TSI Mud Fitting between 6" - 12" diameter	Each	
TSI Mud Fitting > 12" diameter	Each	
Duct Insulation (cloth or paper)	Square Foot	
Duct Insulation (fiberglass with ACM seam mud)	Square Foot	
Undercoated sink	Each	
Fire Door	Each	
Floor Tile Only (any size)	Square Foot	
Floor Tile and Mastic (any size, any mastic type)	Square Foot	
Linoleum/Resilient Sheeting	Square Foot	
Linoleum/Resilient Sheeting and Mastic (any type)	Square Foot	
Window with associated caulk and/or glazing (any size including frame)	Each	
Furnace, boiler, or tank insulation (mud and jacket)	Square Foot	
Transite (panels, siding or board)	Square Foot	
Fireproof Panels	Square Foot	
Asphalt brick Siding (e.g Insul-Brick, Brick-Kote, etc)	Square Foot	
Electrical Panel	Each	
Glued-on ceiling tiles (any size) and glue pods	Square Foot	
Construction Adhesives/other glue pods	Square Foot	
Cove Base	Square Foot	
Vermiculite Insulation	Cubic Yard	
Miscellaneous Asbestos Debris (any type, total quantity)	Cubic Foot	
Cementitious Materials	Square Foot	
Roofing/Flashing/Tar (any type)	Square Foot	
Light Fixture Heat Shields	Each	
Foundation, wall or block caulk	Linear Foot	
Other		
Other		
Mobilization & Air Clearances & Water Rate Schedule		
Mobilization	Per Property	
Third Party Air Clearance	Per Property	
Other		

HAZMAT ABATEMENT PRICING		
Type of Material	Unit	Unit Price
PCB or other Ballasts	Each	
Fluorescent Light Tubes > 4"	Each	
Fluorescent Light Tubes < 4"	Each	
Mercury Thermostats or Switches	Each	
Misc. Household Chemical Containers	Each	
CFC (Refrigerator, freezer, any size)	Each	
CFC A/C unit (window or whole house)	Each	
Household Oil Filled Equipment	Each	
Gas cylinders (any size and type including, but not limited to, propane, oxygen, acetylene etc.)	Each	
High pressure light fixtures (sodium, mercury vapor, etc.)	Each	
Heating Oil	Gallon	
Misc. Aerosol Containers	Each	
Car/vehicle battery	Each	
Bicycle Tires	Each	
Automobile or Truck Tires	Each	
Television, microwave, computer monitor	Each	
Smoke Detector	Each	
Paint Cans (oil, latex, etc., any size)	Each	
Vehicles/Boats	Each	
Lawn Mowers/Snow Blowers or other small engine items	Each	
Automobile Engines	Each	
Vehicle Gas Tanks	Each	
Gas Cans (6 gallons or less)	Each	
Empty 35 gallon drums	Each	
55 gallon Drum with Liquid	Each	
15 gallon Drum with Liquid	Each	
250 gallon Fuel/Heating Oil Tank, not including oil	Each	
Ethylene glycol (one gallon)	Each	
Fire extinguishers	Each	
Leaf Blowers/Weed Whackers	Each	
Load, transport and dispose of non-hazardous contaminated soils	Cubic Yard	
Unknown waste material characterization (TCLP)	Per Waste Stream	
Unknown waste disposal	Per gallon	
Other		
Other		
Other		
Mobilization & Air Clearances & Water Rate Schedule		
Mobilization	Per Property	
Third Party Air Clearance	Per Property	
Other		

## APPENDIX D

### List of Three (3) References and Description of Services Provided

#### Reference 1

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Reference 2

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Reference 3

Company/Municipality: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Type of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX E

### NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer or representative of the Calhoun County Land Bank Authority, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public office anything of value whatsoever; or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for the by the attached bid; that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract; nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid. The bidder is fully informed with respect to the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting said proposal.

**I hereby affirm by my signature affixed hereto that the above statements are true to the best of my knowledge, information and belief.**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

*This affidavit must be notarized to be complete. Notary certification below.*

Subscribed and sworn to before me on \_\_\_\_\_, 2015 in \_\_\_\_\_ County, Michigan.



\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_, 20\_\_

## APPENDIX F

In evaluating responses to this Request for Proposal, CCLBA will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals. The point system is to evaluate the experience and capacity of the Respondent:

1. Experience in providing asbestos abatement services

One (1) to four (4) years providing abatement services	5 Points
Four (4) or more years providing abatement services	10 Points

2. Experience in providing hazardous materials abatement services

One (1) to four (4) years providing abatement services	5 Points
Four (4) or more years providing abatement services	10 Points

3. Experience in providing lead abatement services

One (1) to four (4) years providing abatement services	5 Points
Four (4) or more years providing abatement services	10 Points

4. Experience working with Federal or State grants

Previous NSP2, HOME, or CDBG grant projects	5 Points
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5. Demonstrated ability to efficiency and effectively complete grant demolition projects

Complete all within one month of receiving surveys	10 Points
Complete all projects within six weeks of receiving surveys	5 Points

6. Pricing Proposal

Lowest bid amount	60 Points
Next lowest bid amount	50 Points
Each additional lowest bid amount will be reduced by 10 points	

7. Local Preference

Principal Business Office Location within Calhoun County, MI	10 Points
Principal Business Office Located within 50 miles of Calhoun County, MI	5 Points

8. Section 3/MDE/WBE – GRANT FUNDED WORK ONLY

Respondents meeting MBE/WBE requirements	5 Points
Respondents meeting HUD Section 3 requirements	5 Points