

# Calhoun County Land Bank Authority

## **Request for Proposals: Demolition Services**

**For grant funded and private projects, including the following:** Neighborhood Stabilization Program 2 (NSP2) Program Income Round 2 (NSP2 PI Round 2) – Calhoun County Land Bank Authority and Treasurer Properties.

**RFP NUMBER:** #14-CCLBA-2015

**DATE ISSUED:** August 19, 2015

**DATE DUE:** September 9, 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 projects are being issued in partnership between the Michigan State Housing Development Authority, the CCLBA, the City of Battle Creek, and the Calhoun County Treasurer.

**Para una versión en Español, por favor llamar a Krista Trout-Edwards – 269-781-0777**

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## REQUEST FOR PROPOSALS: DEMOLITION SERVICES

### BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA) on behalf of itself and the Calhoun County Treasurer for demolition services on identified project sites. The CCLBA owned, and in rare instances Calhoun County Treasurer owned, project sites (see Appendix A) are being demolished through grant and local funding; all projects will be managed by the CCLBA

The CCLBA invites the submission of proposals from certified demolition contractors to provide demolition and site restoration services for blighted residential sites. 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:** August 19, 2015

**Questions Due:** August 31, 2015 at 5:00 pm

**Answers Available:** September 2, 2015 at 5:00 pm

**Proposal Due Date:** September 9, 2015 at 3:00 pm

**Tentative Award Date:** September 21, 2015 (contracts to be signed after MSHDA releases grant funds)

### SCOPE OF WORK/DELIVERABLES

The CCLBA seeks sealed proposals from Respondents to provide demolition, recycling, proper waste disposal, site protection, and site restoration in total compliance with all federal, state and local regulations, for properties identified in Appendix A. The parcels contain abandoned and blighted residential structures, and in some cases debris (e.g. trash, tires, down trees) that also needs to be removed. All structures on each parcel will be demolished including garages and/or outbuildings, unless otherwise stated in this RFP. All garbage and debris (brush, limbs, tires, etc) must also be removed. Also, all footings and foundations are to be removed pursuant to local municipal requirements, site backfilled with clean (non-hazardous) fill material (sand, dirt), compacted, graded, and seeded. Retaining walls are to be removed on a case by case basis. Contractors will provide a plan for the recycling of demolished materials when possible.

Utility shutoffs (electricity, water, and gas) will be arranged for and paid for by the CCLBA. Water and sewer capping will be the responsibility of the Contractor and the Contractor will be responsible for coordinating with the local permitting department/agency for final clearance.

Environmental assessment and abatement of asbestos and other hazardous materials will be the responsibility of the CCLBA. Once abatement and utility shut offs are complete, the CCLBA will provide a Notice to Commence to the successful respondent prior to the start of demolition activities.

### OTHER INFORMATION RELATED TO BID WORK:

1. Michigan State Law (MCL 129.201) requires a performance bond on projects where the overall costs exceeds \$50,000; therefore, a bid bond in the amount of 5% of the



Contractor's overall bid price is required from each bidder under the submittal requirements of this RFP. A bid bond is usually a two page document from your bond company that includes the bond on page one, and a Power of Attorney authorization on page two from an insurance company; there should be no charge for this document. If a contract is awarded to a Contractor in an amount that equals or exceeds \$50,000, the Contractor shall supply both of the following:

- a. A performance bond for 100 percent of the contract price; this shall be supplied once the contract has been verbally accepted. *(A performance bond is one executed in connection with a contract to secure fulfillment of Contractor's obligations under such contract.)*
  - b. A payment bond, in conjunction with the performance bond, on the part of the Contractor for 100 percent of the contract price; this shall be supplied once the contract has been verbally accepted. *(A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the current contract.)*
2. All structures and accessory buildings will be demolished on the premises, unless otherwise stated in this RFP or unless approval is given by the CCLBA. *All driveways and concrete, with the exception of shared driveways and public sidewalks, also shall be removed. Retaining walls shall be removed on a case by case basis. Garbage, tree debris, and other types of debris must also be removed as part of the demolition.*
  3. Demolition and disposal of debris shall commence within 15 days from the Notice to Commence, unless other arrangements are made. Within 5 calendar days after "Notice to Commence" Contractor shall submit a demolition schedule for the CCLBA's review. Furthermore, preparation of structures, i.e. stripping of materials, shall not begin more than three days before the demolition work.
  4. The CCLBA assumes no responsibility for the condition of existing buildings and structures and other property on site, or for their continuance in the condition existing at the time of Notice to Commence. NO adjustment of contract price or allowance for any change in conditions will be made after the award of bid unless approved by the CCLBA.
  5. Contractor shall use all means necessary to control dust on and near the work site and associated off-site areas if dust is caused by Contractor's work or as a result from the condition in which Contractor leaves the site.
    - a. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance and to minimize the spread of lead – containing dust to the public and adjacent properties.
    - b. All dry mortar, lime, brick dust, plaster, and other flying material shall before and during removal be dampened sufficiently to prevent it from floating or being blown into the street or on any adjoining property; all sidewalks shall be protected by fences and scaffolds as required by state and local codes or regulations.
  6. Once demolition is started, it shall be continued until completed. Contractors must seed and straw the property and submit an invoice to the CCLBA within seven days of completing demolition activities. If the weather does not permit seeding or a schedule conflict occurs, other arrangements shall be made and must be approved by the CCLBA.

7. A demolition permit shall be procured from the appropriate jurisdiction's permit department/agency, at the Contractor's cost, before commencing with demolition. If awarded projects, the Respondent must supply a current copy of its City of Battle Creek Demolition License prior to finalizing contracts.
  - a. Contractor shall secure from appropriate agencies ALL REQUIRED PERMITS necessary for proper demolition prior to starting work; in some cases a soil erosion permit may be needed.
8. If buildings to be demolished are surrounded by a number of trees, shrubs, or bushes, and if during demolition a sufficient number of limbs are broken or hanging to present a safety hazard, the CCLBA will order the removal of such trees at the Contractor's cost. Additionally, Contractors shall remove all miscellaneous brush, wood, and tree debris left after demolition activities.
9. Contractor's operations will be confined to the parcels of land being demolished.
10. Contractor will be responsible for all damage to private or public property as a result of their fault or negligence in connection with the demolition. If damage occurs, Contractor must contact the CCLBA immediately and submit a summary report of the incident within 5 business days.
11. Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash off the project area, and shall commit no trespass on any private property in the disposal. All materials, debris, rubbish, and trash will be disposed of at a licensed landfill. NO EXCEPTIONS.
12. All demolition activities will be conducted in compliance with NESHAP standards. All activities will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOASHA, DNR-DNRE, and DCH), and any other local regulations.

*Note: An asbestos survey may not be able to be completed for any part of the fire damaged structures which were built prior to 1981. If this is the case or if only part of the asbestos can be identified and abated, the CCLBA expects Contractor must presume, assume or treat all suspect asbestos containing material (ACM) or presumed asbestos containing material (PACM) in the structure.*
13. It is the responsibility of Contractor to determine the location of all buried utility service lines on or adjacent to the work area. Contractor shall be responsible for the final location and protection of all utility service lines and damage to any such utility service line resulting from the Contractor's operations shall be repaired or replaced by Contractor at Contractor's cost. It will also be the responsibility of the Contractor to exercise care to prevent damage to fences, sidewalks, roadways, and other improvements in or adjacent to the work area.
14. A waste log shall be maintained by Contractor and shall contain origin of material (address and date) and receiving facility for each load and the weight of each load. Contractor is to determine recycling or disposal methods to ensure that waste materials are recycled or disposed of properly. All waste materials are to be transported directly to a properly permitted facility. All waste receipts shall be submitted prior to payment.
15. Any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.

16. Contractor agrees that all work awarded under this RFP shall be completed as follows:

- a. CCLBA, NSP2 PI R2 funded projects – December 1, 2015
- b. CCLBA, Treasurer funded projects – December 1, 2015

If the Contractor fails to begin demolition activities within 20 days of the Notice to Commence, the CCLBA reserves the right to re-award the project to the next qualified bidder.

17. The Contractor shall conduct operations in a safe and orderly manner and in conformance with Michigan PA 154, per the Michigan Department of Labor and Energy Construction Safety Standards Commission. Safety practices shall include the following where applicable:

- a. Installation of barricades, warning signs, caution tape, etc. as precaution to and during wrecking operations shall be in compliance with the local jurisdictions;
- b. Any open hole in excess of 3' in depth shall be properly barricaded to prevent people or animals from falling in or sloped on all four sides so that people or animals could get out; and
- c. All personnel working on the site shall be properly trained as required and made thoroughly familiar with safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. All work associated with hazardous materials, e.g. lead or cadmium, shall be performed at appropriate Personal Protection Levels as defined by MIOSA. Lead shall be assumed as all homes were constructed prior to 1978, and proper individual air monitoring for on-site workers shall be required.

18. Contractor shall provide at a minimum, four (4) to six (6) inches of clean, natural, fertile topsoil free of any stones over 1½ inch, clods, sticks, roots, or other objectionable material. Seeding shall be either clover (preferred) or perennial ryegrass mix at a rate of 4-5 lbs per 1000 sq. ft. The ideal mixture should be 20% Kentucky Blue Grass, 20% perennial Rye grass, 20% hard fescue, and 40% Creeping Red Fescue. All fill dirt shall be Class 2 material. The following guidelines shall be followed for the site restoration process:

- a. Excavations from demolished buildings or structures shall not be filled with any material subject to deterioration. The CCLBA, the City of Battle Creek, Bedford Twp and/or their representatives or other representative for an applicable jurisdiction, upon notification by the contractor shall inspect each excavation prior to backfill and the application of any and all topsoil.
- b. To prepare for fill, the Contractor shall remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fill on site. Break up soil surfaces steeper than 1 vertical to 4 horizontal slope so fill material will bond with existing surface.
- c. Place fill in layers to an elevation between 4" and 6" above adjacent undisturbed ground.
- d. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2% of optimum moisture content.

- e. Compaction shall be obtained by placing backfill or fill material in layers not more than 12 inches in loose depth; Contractor shall achieve compaction by reasonable means as determined by the Contractor.
  - f. Grading lots shall be done by uniformly grading areas to a smooth surface, and the lot shall not be uneven. Smooth transitions shall be made between existing adjacent grades, and new grades, and Contractors shall avoid directing water onto adjacent property. The new grade shall match adjacent property lines.
    - i. When settling occurs during the project correction period, Contractor shall remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.
19. Payment for the cost of all work contained in the RFP will be made at the prices contained in the bid. Payment will only be made upon the completion of all requirements outlined in the RFP. In other words, payment will only be made upon the removal of all structures, proper grading and backfilling, upon 4 inches of topsoil properly seeded and submission of written reports as detailed below. The CCLBA and Treasurer are willing to make partial payments (bid amount less \$1000) to Contractor only upon proper demolition of all structures, proper backfilling and compacting to proper grade and prior to the application of topsoil and seeding. There will be no exceptions to the retainage amount.

**Written Reports:** Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for payment and use by the CCLBA, the City of Battle Creek, and Treasurer or in certain cases other applicable agencies. *These reports shall include a copy of the ten day notice to the State and copies of all waste disposal receipts as well as confirmation that the local building permit has been finalized (e.g. closed out.)* Payment will not occur until staff receives all required documents, and final payment will not occur until confirmation of the finalized permit.

**Interested Bidders:** Interested bidders MUST REGISTER their company and intent to bid on this RFP at the Calhoun County website: <http://www.calhouncountymi.gov/vendors/registration>. A copy of the questions & answers associated with this RFP will be sent out per the County's online registration database. If you have any questions, you can contact Krista Trout-Edwards at 269-781-0777.

The CCLBA reserves the right to increase or decrease the number of projects based on available funding, historic board approval, or other needs during the term of the contract; it is possible that due to timing or limited funding not all projects will be executed.

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. The CCLBA may also remove properties from the list when circumstances dictate it. The CCLBA may select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s) for demolition services in order to ensure timely completion of the requested services.

## 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 E) 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.
  - a. **Additional Insured** – the CCLBA or the Treasurer, whichever appropriate, shall be added as an additional insured with the following language: "Additional Insured: CCLBA or Treasurer, all its elected and appointed officials, all its employees, agents and its volunteers, all its Boards, Commissions and/or authorities and Board members including employees, agents and volunteers thereof."
4. **Demolition Plan including the following:**
  - a. Number of demolitions Respondent can complete each week.
  - b. Materials slated for recycling and name of appropriate disposal facility.
  - c. Section 3 plan, if applicable.
5. **Affidavit of Contractor Concerning Section 3 Covered Contracts in Excess of \$100,000** (Appendix C)
6. **Budget & Pricing Proposal** (see Appendix A)
7. **Bid Bond documentation**

8. **A copy of Respondent's "Department of Energy, Labor & Economic Growth's Residential Builders' And Maintenance & Alteration Contractors' Board Residential Builder License"; a City of Battle Creek License must be submitted if Contractor is awarded projects in Battle Creek**
9. **A copy of documentation showing the employees working on these projects have received training in environmental concerns related to lead and cadmium**
10. **Three References and project overview for similar agencies for which you have done similar work** (see Appendix C)
11. **Non-Collusion Affidavit** (see Appendix D)
12. **Experience providing required services and experience with Federal/State grants** (see Appendix E)

## 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 E):

- Experience in providing the requested service
- Pricing (Appendix A)
- Qualifications
- Location of Business
- Section 3 Certification or MBE/WBE (for grant projects only, see Appendix E)

## 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 shall be effective until awarded projects are completed. 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 2 grant. The CCLBA was awarded \$270,844 in grant funds for the demolition of twenty-six (26) structures in qualifying census areas in Battle Creek.

## D. NSP2 Federal Regulations

NSP2 PI Round 2 projects, award recipients must follow NSP2 PI Round 2, exceptions stated 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 and State 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, Treasurer 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.

### QUESTIONS

Written questions must be submitted via email to [kedwards@calhouncountymi.gov](mailto:kedwards@calhouncountymi.gov) by **5:00pm Monday, August 31, 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 Wednesday, September 2, 2015**.

### SUBMITTAL DUE DATE

**Responses to this RFP are due by 3:00pm (local time) on Wednesday, September 9, 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 the proposal number, proposal name, proposal due date and time, and your firm's name. Three **unbound** hard copies 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 CERTIFICATION

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)

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(Signature of Authorized Representative)

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(Typed Name of Authorized Representative)

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(Title)

## RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- RFP Submittal Requirements Checklist
- Letter of Interest & Certification
- 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
- Evidence of Insurance
- Work Plan
- Budget & Pricing Proposal
- Bid Bond in the amount of the overall bid price
- A copy of Respondent's "Department of Energy, Labor & Economic Growth's Residential Builders' And Maintenance & Alteration Contractors' Board Residential Builder License"; a City of Battle Creek License must be submitted if Contractor is awarded projects in Battle Creek
- A copy of of Asbestos Licenses for all employees intended to work on asbestos containing demolition projects *(Note: If your company does not bid on these projects, you do not need to submit asbestos licensing)*
- A copy of Respondent's lead certification or hazardous material training.
- Demolition plan, with or without a recycling component, should include the number of properties that the Respondent can demolish per week
- Three References and accompanying project information (Please see and complete Appendix C)
- Non-Collusion Affidavit (Please see and complete Appendix D)

APPENDIX

Parcel #	Address	Local Unit	Funding Source	Demolition Price*
4920-00-030-0	80 Arthur	Battle Creek	Grant - NSP2 PI Round 2	
4920-00-026-0	102 Arthur	Battle Creek	Grant - NSP2 PI Round 2	
5270-00-184-0	32 Battle Creek Ave	Battle Creek	Grant - NSP2 PI Round 2	
5480-00-058-0	170 Goodale Ave W	Battle Creek	Grant - NSP2 PI Round 2	
5650-00-078-0	393 Elm St	Battle Creek	Grant - NSP2 PI Round 2	
3780-00-034-0	450 Cliff St	Battle Creek	Grant - NSP2 PI Round 2	
0135-00-102-0	323 Hubbard St	Battle Creek	Grant - NSP2 PI Round 2	
4490-00-016-0	15 Jordan St	Battle Creek	Grant - NSP2 PI Round 2	
8040-00-085-0	37 Bartlett	Battle Creek	Grant - NSP2 PI Round 2	
5110-00-109-0	114 Broad St N	Battle Creek	Grant - NSP2 PI Round 2	
0780-00-054-0	28 Cliff St	Battle Creek	Grant - NSP2 PI Round 2	
8870-00-131-0	354 Hubbard St	Battle Creek	Grant - NSP2 PI Round 2	
5760-00-006-0	38 Convis	Battle Creek	Grant - NSP2 PI Round 2	
3260-00-006-0	27 Seivour Ave	Battle Creek	Grant - NSP2 PI Round 2	
3260-00-032-0	34 Seivour Ave	Battle Creek	Grant - NSP2 PI Round 2	
3260-00-008-0	35 Seivour Ave	Battle Creek	Grant - NSP2 PI Round 2	
9110-00-065-0	101 Grand Ave	Battle Creek	Grant - NSP2 PI Round 2	
8870-00-256-0	168 Roosevelt Ave W	Battle Creek	Grant - NSP2 PI Round 2	
6810-04-006-0	91 Post Ave	Battle Creek	Grant - NSP2 PI Round 2	
8260-00-092-0	93 Winter	Battle Creek	Grant - NSP2 PI Round 2	Asbestos Containing Demo:
6810-04-008-0	95 Post Ave	Battle Creek	Grant - NSP2 PI Round 2	
6810-15-016-0	178 Grenville St	Battle Creek	Grant - NSP2 PI Round 2	
6810-07-008-0	169 Post Ave	Battle Creek	Grant - NSP2 PI Round 2	
6810-09-018-0	226 Lathrop	Battle Creek	Grant - NSP2 PI Round 2	
9110-00-025-0	75 Grand Ave	Battle Creek	Grant - NSP2 PI Round 2	
7570-00-005-0	26 Dunning	Battle Creek	Grant - NSP2 PI Round 2	
		Battle Creek	Grant - NSP2 PI Round 2	
04-037-028-00	349 Algonquin	Bedford Twp	Local - CCLBA	
8040-00-053-0	75 South Ave	Battle Creek	Local - Treasurer	Asbestos Containing Demo:
<b>Total Project Costs</b>				

**\* Note: All projects are regular demolitions with asbestos and hazardous material abatements except for the two projects noted as "Asbestos Containing Demo." If your company bids on the asbestos containing demolition projects, you must supply copies of your or your subcontractors' Asbestos Contractor/Supervisor Card for employees that would work on this project at the time you submit your bid.**



## 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 has read the foregoing Affidavit of Contractor Concerning Section 3 Covered Contracts, by him subscribed, and that the same are true of his own knowledge except those matters herein stated on information and belief and to those matters he believes them to be true.

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



### APPENDIX C

#### 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 D**

**NON-COLLUSION AFFIDAVIT**

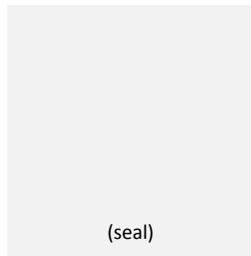
The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public 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 E

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:

### Experience and Capacity

The point system is to evaluate the experience and capacity of the Respondent.

1. Experience in providing Demolition Services

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

2. Experience working with Federal or State grants (for grant funded projects only)

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

Ability to complete four (4) demolition projects per week	5 Points
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4. Pricing Proposal

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

5. Local Preference

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

6. Section 3/MDE/WBE (for grant funded projects only)

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