

Calhoun County Land Bank Authority

Request for Proposals: Asbestos Abatement Services

For grant funded projects, including the following: Neighborhood Stabilization Program 2 (NSP2) Program Income Round 1 (NSP2 PI Round 1) – Blight Elimination in City of Battle Creek; Community Development Block Grant (CDBG) – Blight Elimination in City of Albion and Brownlee Park [Emmett Township]; and CDBG – Blight Elimination in City of Battle Creek.

RFP NUMBER: #08-CCLBA-2015

DATE ISSUED: March 12, 2015

DATE DUE: March 27, 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, the CCLBA, and the City of Battle Creek

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

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REQUEST FOR PROPOSALS: ASBESTOS ABATEMENT SERVICES

BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA) in partnership with Calhoun County and the City of Battle Creek for asbestos abatement 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 three separate grants, two grants will be managed by the CCLBA and one will be managed by the City of Battle Creek. The grants are as follows (see *Other Aspects to Consider (C & D)* below for additional information):

1. **NSP2 PI Round 1** – Project sites in City of Battle Creek, CCLBA will provide project management and contract oversight
 - a. CCLBA is the lead grantee
2. **CDBG Non-Entitlement** – Project sites in City of Albion & Brownlee Park (Emmett Twp), CCLBA will provide project management and contract oversight
 - a. Calhoun County is the lead grantee and the CCLBA is the sub-grantee
3. **CDBG Entitlement** – Project sites in City of Battle Creek, the City will provide project management and contract oversight
 - a. City of Battle Creek is the lead grantee

The CCLBA, on behalf of itself and Calhoun County, and the City of Battle Creek invite the submission of proposals from certified asbestos abatement contractors to provide abatement services prior to demolition of structures. Licensed companies with demonstrated experience in this area and an interest in making their services available to the CCLBA and the City of Battle Creek are invited to respond to this RFP.

IMPORTANT DATES

RFP Issue Date: March 12, 2015

Questions Due: March 23, 2015 at 5:00 pm

Answers Available: March 25, 2015 at 5:00 pm

Proposal Due Date: March 27, 2015 at 3:00 pm

Tentative Award Date: April 3, 2015 (contracts to be signed after MSHDA releases grant funds)

SCOPE OF WORK/DELIVERABLES

The CCLBA and the City of Battle Creek seek sealed proposals from Respondents to provide asbestos abatements prior to the demolition of structures for project sites listed in Appendix A. Please note, project sites may change during the course of this project; replacement sites will be located in the City of Battle Creek, City of Albion, or the Brownlee Park section of Emmett Township depending on the grant. All Respondents must possess the necessary qualifications to provide these services. Project sites are owned by the CCLBA, or in a rare instance the Calhoun County Treasurer, and will be foreclosed, abandoned or blighted properties in various states of disrepair.



OTHER INFORMATION RELATED TO BID WORK:

1. **ABATEMENT OF ASBESTOS CONTAINING MATERIALS:** 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.
2. **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:
 - Certification statement that the documented material was abated and the date of service;
 - Copy of the required State 10 day notice or a certified form explaining why this notice is not required for each project;
 - Copy of waste manifest; and
 - Copy of all waste tickets.
3. **WORK REQUEST RESPONSE:** The notification process for abatement services should begin within five (5) working days after the contractor receives the assessment report and a schedule shall be submitted to the CCLBA within (10) working days, unless otherwise arranged.

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 and for City of Battle Creek for NSP2 projects. 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 contract.
4. **Work Plan including the following:**
 - a. Proposed schedule and work plan to accomplish all asbestos reports by the end of June (assuming reports are available by early May).
 - b. Section 3 plan, 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, Calhoun County, City of Battle Creek or any Respondents. The CCLBA, Calhoun County, and the City of Battle Creek reserve the right, in their sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA, Calhoun County, or the City of Battle Creek 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, Calhoun County, or the City of Battle Creek 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 1** – 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. **CDBG Blight Elimination (Albion & Brownlee Park [Emmett Township]** – MSHDA awarded \$353,650 to Calhoun County (lead grantee) and the CCLBA (sub grantee) under the CDBG Blight Elimination program for qualifying Non-Entitlement communities in Calhoun County; the City of Albion and Emmett Township are also partners in this work. The funding will be used to demolish



thirty-four (34) single-family residential structures; thirty-two (32) are located in the City of Albion and two (2) are located in the Brownlee Park area of Emmett Township.

3. **CDBG Blight Elimination (Battle Creek)** – HUD awarded the City of Battle Creek CDBG program funds for projects within Battle Creek’s city limits. The funding will be used to demolish eight (8) to ten (10) single-family residential structures in Battle Creek with the final total being dependent on overall project costs.

D. NSP2/CDBG Federal Regulations

For CDBG and NSP2 PI Round 1 projects, award recipients must follow the Community Development Block Grant (CDBG) Program rules and regulations. However, for NSP2 PI Round 1, there are 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

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, City of Battle Creek 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 by **5:00pm Monday, March 23, 2015**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website (www.calhouncountymi.org) by **5:00pm Wednesday, March 25, 2015**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Friday, March 27, 2015. The prevailing clock shall be 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. 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.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(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
- State Licenses or certifications for employees that will be assigned to this project
- Three References and accompanying project information (Please see and complete Appendix D)
- Non-Collusion Affidavit (Please see and complete Appendix E)

APPENDIX A

Parcel Number	Address	Local Unit	Grant Funding
1650-00-007-0	26 Merritt St	Battle Creek	NSP2 PI Round 1
3250-00-005-0	31 McKinley St N	Battle Creek	NSP2 PI Round 1
5160-00-106-0	68 Fairview Ave	Battle Creek	NSP2 PI Round 1
5160-00-125-0	101 Fairview Ave	Battle Creek	NSP2 PI Round 1
3870-00-093-0	51 Elm St	Battle Creek	NSP2 PI Round 1
3870-00-090-0	104 Clay St	Battle Creek	NSP2 PI Round 1
3870-00-034-0	135 Clay St	Battle Creek	NSP2 PI Round 1
8870-00-035-0	57 Oneita St	Battle Creek	NSP2 PI Round 1
7750-00-025-0	215 Kendall St N	Battle Creek	NSP2 PI Round 1
8870-00-040-0	233 Kendall St N	Battle Creek	NSP2 PI Round 1
8870-00-062-0	280 Kendall St N	Battle Creek	NSP2 PI Round 1
4490-00-022-0	625 VanBuren Ave W	Battle Creek	NSP2 PI Round 1
9090-00-018-0	657 VanBuren Ave W	Battle Creek	NSP2 PI Round 1
9100-00-058-0	698 VanBuren Ave W	Battle Creek	NSP2 PI Round 1
9100-00-056-0	709 VanBuren Ave W	Battle Creek	NSP2 PI Round 1
9100-00-049-0	725 VanBuren Ave W	Battle Creek	NSP2 PI Round 1
5660-00-080-0	15 Warren St	Battle Creek	NSP2 PI Round 1
5660-00-061-0	94 Warren St	Battle Creek	NSP2 PI Round 1
1370-00-002-0	87 High St	Battle Creek	NSP2 PI Round 1
8780-00-012-0	20 Magner St	Battle Creek	NSP2 PI Round 1
5270-00-265-0	40 Goguac St W	Battle Creek	NSP2 PI Round 1
2320-00-047-0	224 Goguac St W	Battle Creek	NSP2 PI Round 1
3000-05-002-0	308 Goguac St W	Battle Creek	NSP2 PI Round 1
6110-00-201-0	401 Goguac St W	Battle Creek	NSP2 PI Round 1
51-010-538-00	1003 Albion St N	Albion	CDBG Blight Elimination
51-001-274-00	205 Ash St W	Albion	CDBG Blight Elimination
51-012-014-00	216 Austin Ave	Albion	CDBG Blight Elimination
51-006-401-00	410 Austin Ave	Albion	CDBG Blight Elimination
51-000-526-00	203 Berrien St N	Albion	CDBG Blight Elimination
51-000-691-00	307 Cass St E	Albion	CDBG Blight Elimination
51-000-831-00	225 Cass St W	Albion	CDBG Blight Elimination
51-012-963-00	314 Center St W	Albion	CDBG Blight Elimination
51-013-016-00	317 Center St W	Albion	CDBG Blight Elimination
51-013-017-00	319 Center St W	Albion	CDBG Blight Elimination
51-000-142-00	220 Chestnut St W	Albion	CDBG Blight Elimination
51-001-826-00	308 Chestnut St W	Albion	CDBG Blight Elimination
51-001-809-00	407 Chestnut St W	Albion	CDBG Blight Elimination
51-001-811-00	409 Chestnut St W	Albion	CDBG Blight Elimination
51-001-859-00	501 Eaton St N	Albion	CDBG Blight Elimination
51-001-252-00	108 Elm St W	Albion	CDBG Blight Elimination
51-004-829-00	112 Gale St S	Albion	CDBG Blight Elimination
51-000-029-00	704 Ionia St N	Albion	CDBG Blight Elimination

51-012-105-00	707 Ionia St N	Albion	CDBG Blight Elimination
51-010-579-00	1013 Jefferson St	Albion	CDBG Blight Elimination
51-010-570-00	1016 Jefferson St	Albion	CDBG Blight Elimination
51-010-571-00	1018 Jefferson St	Albion	CDBG Blight Elimination
51-010-575-00	1019 Jefferson St	Albion	CDBG Blight Elimination
51-010-574-00	1021 Jefferson St	Albion	CDBG Blight Elimination
51-009-030-00	1201 Mallory	Albion	CDBG Blight Elimination
51-013-020-00	217 Pearl St S	Albion	CDBG Blight Elimination
51-013-021-00	219 Pearl St S	Albion	CDBG Blight Elimination
51-013-057-00	222 Pearl St S	Albion	CDBG Blight Elimination
51-000-030-00	203 Pine St E	Albion	CDBG Blight Elimination
51-000-084-00	216 Pine St E	Albion	CDBG Blight Elimination
51-000-034-00	219 Pine St E	Albion	CDBG Blight Elimination
51-012-073-00	919 Superior St N	Albion	CDBG Blight Elimination
10-330-150-01	25 Huyck	Brownlee Park (Emmett Twp)	CDBG Blight Elimination
10-330-107-00	407 Funston	Brownlee Park (Emmett Twp)	CDBG Blight Elimination
1530-00-160-0	64 Bluff	Battle Creek	CDBG Program Funds
2020-00-124-0	148 South Ave	Battle Creek	CDBG Program Funds
6110-00-202-0	403 Goguac St W	Battle Creek	CDBG Program Funds
0660-00-030-0	70 Walter Ave	Battle Creek	CDBG Program Funds
5670-00-022-0	332 Main St	Battle Creek	CDBG Program Funds
9740-00-001-0	28 Jordan	Battle Creek	CDBG Program Funds
5370-00-180-0	89 Frelinghuysen	Battle Creek	CDBG Program Funds
1490-00-053-0	31 Caine St	Battle Creek	CDBG Program Funds
8300-00-042-0	197 Taylor St	Battle Creek	CDBG Program Funds
3500-00-117-0	124 Wilds	Battle Creek	CDBG Program Funds

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

ASBESTOS ABATEMENT PRICING		
Asbestos - 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		

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:

Experience and Capacity

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 and clearance services	5 Points
Four (4) or more years providing abatement and clearance services	10 Points

2. Experience working with Federal or State grants

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

Complete projects by the end of June (with reports available by mid-May)	10 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

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