

# Calhoun County Land Bank Authority

## Neighborhood Stabilization Program 2

### Request for Proposal: Tree Services

Tree Services May Include the Following:

- Removal of Trees & Stumps;
- Tree Trimming, Removal of Brush and Tree Debris; and
- Assessment of Trees Resulting in Recommendation of Removal or Trimming of Trees.

BID NUMBER: #06-CCLBA-2011

DATE ISSUED: May 12, 2011

DATE DUE: May 27, 2011; 3:00 PM (LOCAL TIME)

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

As part of the Michigan NSP2 Consortium, a partnership between:

Michigan State Housing Development Authority  
The City of Battle Creek  
Calhoun County Land Bank Authority (CCLBA)

Para una versión en Español, por favor llamar a Nina Smith – 269-781-0806



## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
REQUEST FOR PROPOSALS – Tree Trimming & Removal Services Introduction.....	3
A. Overview.....	3
B. Time of Completion.....	3
C. Term of Contract.....	3
D. Background.....	4
E. Federal Regulations .....	4
PROFESSIONAL SERVICE REQUIREMENTS.....	4
A. Scope of Work .....	4
EVALUATION CRITERIA AND SCORING.....	7
A. Experience and Capacity.....	8
SUBMITTAL REQUIRMENTS .....	8
A. Letter of Interest.....	8
B. Threshold Requirements .....	8
C. Main Proposal .....	9
SELECTION PROCESS .....	9
QUESTIONS .....	10
SUBMITTAL DUE DATE.....	10
CERTIFICATION FORM NOTE .....	11
RFP SUBMITTAL REQUIREMENTS CHECKLIST.....	12
APPENDIX A: NSP2 MAP AND BOUNDRIES OF TARGET AREAS .....	12
APPENDIX B: EVALUATION SCORING MATRIX .....	13
APPENDIX C: SECTION 3 CLAUSE .....	14
APPENDIX D: PRICING PROPOSAL .....	15
APPENDIX E: NON-COLLUSION AFFIDAVIT .....	16

# REQUEST FOR PROPOSALS – TREE SERVICES

## INTRODUCTION

### A. Overview

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority. THE CALHOUN COUNTY LAND BANK AUTHORITY invites the submission of proposals from Licensed Tree Companies (contractors) to remove designated trees and their stumps, trim designated trees, and remove brush and other miscellaneous tree debris from residential properties. Licensed tree companies with demonstrated experience in these areas and an interest in making their services available to THE CALHOUN COUNTY LAND BANK AUTHORITY are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP.

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, has all applicable federal, state, and local licenses. A copy of Respondent’s City of Battle Creek Tree Trimmer’s License is required as part of the submittal. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

THE CALHOUN COUNTY LAND BANK AUTHORITY is seeking to encourage participation by respondents who are MBE/WBE or Section 3 business enterprises and has a goal for minimum MBE/WBE participation of at least 10% MBE and 10% WBE participation.

Nothing in this RFP shall be construed to create any legal obligation on the part of THE CALHOUN COUNTY LAND BANK AUTHORITY or any respondents. THE CALHOUN COUNTY LAND BANK AUTHORITY reserves the rights, 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 CALHOUN COUNTY LAND BANK AUTHORITY 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 CALHOUN COUNTY LAND BANK AUTHORITY for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the CALHOUN COUNTY LAND BANK AUTHORITY. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known. Bids are to be firm and cannot be withdrawn for a period of thirty (30) calendar days after opening.

The CALHOUN COUNTY LAND BANK AUTHORITY has adopted purchasing policies and procedures for procurement process. For further information on this requirement, contact the Calhoun County Land Bank Authority, 315 W. Green St., Marshall MI 49068 or phone 269-781-0859.

### B. Time of Completion

Any contract awarded pursuant to this RFP solicitation shall agree to complete the work on or before the times outlined in the Scope of Services.

### C. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for the projects awarded as part of this RFP. All contracts made by the successful bidder with subcontractors shall be covered by the terms and conditions of the contract. The successful bidder shall see to it that their subcontractors are fully informed in regard to these terms and conditions.

## D. Background

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. The Michigan State Housing Development Authority (MSHDA), as lead applicant, 12 city governments, and eight county land banks will work together to remove blight, address vacancy and foreclosures, and reposition neighborhoods in targeted NSP2-eligible census tracts. MSHDA allocated \$201,487,805 to place properties back in productive use and \$22,387,534 in administrative fund for MSHDA, Cities and Lands Banks to share.

The City of Battle Creek received \$4,501,000 and the Calhoun County Land Bank Authority received \$3,218,839 for a total award amount of \$7,719,839 to assist the targeted census tracts in the City of Battle Creek.

## E. Federal Regulations

Award recipients implementing the Michigan NSP2 Consortium must follow the Community Development Block Grant (CDBG) Program rules and regulations, 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 must be spent on specific eligible activities no later than February 10, 2013 and 50% of NSP2 funds must be spent no later than February 10, 2012.

## PROFESSIONAL SERVICE REQUIREMENTS

### A. Scope of Work

THE CALHOUN COUNTY LAND BANK AUTHORITY seeks sealed proposals from Respondents to remove designated trees and stumps, trim designated trees, and remove brush and other miscellaneous tree debris from residential properties acquired for the purposes of NSP2 in targeted neighborhoods and census tracts in the City of Battle Creek. (*See Appendix A – NSP2 Boundaries and Map.*)

THE CALHOUN COUNTY LAND BANK AUTHORITY is interested in facilitating the acquisition of vacant/foreclosed properties from various mortgage loan servicers and through the State of Michigan tax foreclosure process for the purpose of rehabilitation, new construction, and demolition to foster neighborhood stabilization.

**THE CALHOUN COUNTY LAND BANK AUTHORITY will hold site visits for all interested contractors on Thursday, May 18, 2011 at 9:30 am. The visits will begin at 69 Wabash Avenue, and the group will progress from there to the other sites.**

All Located in Battle Creek, MI	Service Needs			
	Tree & Stump Removal (except where indicated)	Tree Trimming	Tree Assessment	Brush & Tree Debris Clean Up
107 W. Bidwell	Marked tree behind the garage <i>Note: Removal of this tree will require great care and a crane to lift parts over the garage.</i>			Yes
108 N. Wabash	Marked tree in the front yard Marked tree at the rear corner of garage Marked tree in the backyard <i>Note: Access to the rear is restricted to a 3' walkway, the stump will not be removed.</i>			Yes
198 Garfield	Marked trees behind house			Yes
56 Harvard	Marked Remove trees in fence row			Yes
169 Calhoun Street	Marked large tree in west portion of yard			Yes
248 Calhoun Street	Marked tree in front yard		Perform assessment of marked tree in backyard & based on integrity recommend trimming or removal	Yes
254 Calhoun Street	Marked tree behind shed			Yes
125 N. Wabash	Marked trees at the rear of lot	Marked trees by driveway & large limb on big tree on adjacent property		Yes
69 Wabash	Marked tree in northwest corner of lot	Marked tree next to house		Yes
317 W. Goguac and Adjoining address	Marked tree on this lot and marked trees on adjacent parcel to the west along with limbs on the fence and grounds on both properties			Yes
37 Chestnut		Marked tree by driveway		Yes
111 W. Bidwell	Marked tree behind the garage			Yes
89 Harvard St.	Remove marked tree stump only.			No



## OTHER ASPECTS TO CONSIDER:

1. Interested contractors shall include a copy of their City of Battle Creek Tree Trimmer's License.
2. Tree services shall commence within 5 days from the "notice to commence."
3. The CCLBA assumes no responsibility for the condition of sites, nor for the 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.
4. Once tree services are started, they shall be continued until completed.
5. If the tree work results in damage to surrounding trees, shrubs, or bushes such as a sufficient number of limbs are broken or hanging to present a safety hazard, the CCLBA will order the remediation of the hazard at the Contractor's cost.
6. Contractor's operations will be confined to the parcels of land where tree services are required, unless other agreed upon prior to "notice to commence."
7. The Contractor will be responsible for all damages to private or public property as a result of their fault or negligence in connection with tree services.
8. The Contractor shall comply with all applicable laws and ordinances governing the disposal of all debris.
9. It is the responsibility of the Contractor to determine the location of all above ground and buried utility service lines on or adjacent to the work area. The 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 the Contractor at the 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.
10. Within 5 calendar days after "notice to commence" Contractor shall submit a tree services schedule for CCLBA review.
11. The City of Battle Creek, CCLBA, and any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.
12. Contractor agrees that all work awarded under this RFP shall and will be completed on or before June 30, 2011.
13. 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 completion of services. There will be no exceptions.

Contractor shall complete the work as directed and shall document this by providing an invoice for each project to the CALHOUN COUNTY LAND BANK AUTHORITY. Invoices shall include the name of the employee(s) who provided the services as well as the number of hours worked. Additionally the contractor shall submit a quarterly report that summarizes the services provided and employee names and number of hours worked for each property; the CALHOUN COUNTY LAND BANK AUTHORITY shall provide a form for the quarterly report.



ALL WORK SHALL CONFORM 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 570.609 – Debarred, Ineligible or Suspended Contractors
- 24 CFR 570.611 – Conflict of Interest
- 24 CFR 85.36 – Procurement
- Executive Order 11246

The Calhoun County Land Bank Authority reserves the right to select the contractor 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.

## EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Proposal, THE CALHOUN COUNTY LAND BANK AUTHORITY will take into consideration the experience, capacity, 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:

- Capability of Contractor and its Personnel
- Price
- Qualifications
- Completeness of Response
- Locality of Business
- Section 3 Certification or MBE/WBE

## A. Experience and Capacity

A point system is to evaluate the experience and capacity of the Respondent including locality and HUD Section 3/MBE/WBE (*See Appendix B*)

## SUBMITTAL REQUIREMENTS

RFP responses must be submitted via hard copy and sent or hand delivered to Calhoun County Purchasing Department, 315 W. Green St, Marshall MI 49068 and clearly labeled RFP #06-CCLBA-2011; no emailed bids will be considered. Each respondent shall submit one (1) original and two (2) copies of the required documentation in a clear, legible, and 8.5 by 11 inch format. Respondents are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

Written questions must be submitted via email to [kedwards@calhouncountymi.gov](mailto:kedwards@calhouncountymi.gov) by **5:00 pm Tuesday, May 24, 2011**. Written answers will be provided to all potential bidders via email by **5:00 pm Wednesday, May 25, 2011**.

THE CALHOUN COUNTY LAND BANK AUTHORITY reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

### A. Letter of Interest

Please submit a Cover Letter of Interest signed by a duly authorized officer or representative of the Respondent, not to exceed two pages in length. The Letter of Interest must also include the following information:

1. The principal place of business and the contact person, title, telephone/fax numbers and email address.
2. A brief summary of the qualifications of the Respondent and team.
3. Description of organization (i.e. Corporation, Limited Liability Company, or Joint Venture).
4. The names and business addresses of all Principals of the Respondent. For purposes of this RFP “Principals” shall mean persons possessing an ownership interest in the Respondent.
  - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
  - If the Respondent is a partially owned or fully-owned subsidiary of another organization, identify the parent organization and describe the nature and extent of the parent organization’s approval rights, if any, over the activities of the Respondent.
5. The 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.

### B. Threshold Requirements

These documents must be submitted and acceptable along with your proposal:

1. 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.
2. Evidence of Insurance: Copies of insurance documents consistent with those necessary to obtain a City of Battle Creek Tree Trimmers License are required; this includes \$1,000,000 CSL Comprehensive General Liability including tree trimming and tree removal and \$500,000 Automobile Liability that includes a list schedule of automobiles. 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.
  3. Non-For-Profit Documentation if applicable
    - IRS 501(c)(3) determination
    - Articles of Incorporation
    - Corporate By-Laws
    - Listing of Board Members
  4. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
  5. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing the CALHOUN COUNTY LAND BANK AUTHORITY. In addition, all Respondents shall further disclose arrangement to derive additional compensation from various investment and reinvestment products, including financial contracts. (Please see Appendix E Non-Collusion Affidavit)

## C. Main Proposal

Please provide the following information:

1. Years of experience and detailed qualifications tree removal services. Capacity to complete required work, and submit invoices and quarterly report.
2. Pricing proposal (please complete Appendix D) on a per property basis.
3. Respondents should state whether they are an MBE/WBE or Section 3 business enterprise. If so, please provide a copy of a current MBE/WBE certification letter.

## SELECTION PROCESS

The Selection Committee comprised of THE CALHOUN COUNTY LAND BANK AUTHORITY staff and the Calhoun County Purchasing Department will review qualifications in accordance with the evaluation criteria set forth herein and Michigan NSP2 Consortium objectives and policies. Proposals 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 price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

## QUESTIONS

Written questions must be submitted via email to [kedwards@calhouncountymi.gov](mailto:kedwards@calhouncountymi.gov) by **5:00 pm Tuesday, May 24, 2011**. Written answers will be provided to all potential bidders via email by **5:00 pm Wednesday, May 25, 2011**.

## SUBMITTAL DUE DATE

Responses to this RFP are due by **3 P.M. (local time) on Friday, May 27, 2011**. 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. Hard copies must be delivered to:

**Calhoun County  
Purchasing Department  
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 CALHOUN COUNTY LAND BANK AUTHORITY 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)

\_\_\_\_\_  
(Date)



## RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Copy City of Battle Creek Tree Trimming License
- Certificate of Good Standing for Corporation issued by the Michigan Secretary of State; or Certificate of Existence for Limited Liability Companies issued by the Michigan Secretary of State; or a Certificate of Good Standing or Certificate of Existence for Joint Ventures for each entity comprising the joint venture; and all documentation and certifications for Respondents “Doing Business As.”
- Evidence of Insurance
- References
- Conflict of Interest Statement (See Appendix E – Non-Collusion Affidavit)
- Description of Company
- Pricing Proposal
- MBE/WBE, Local Hiring, HUD Section 3, if applicable
- RFP Submittal Requirements Checklist



## APPENDIX B

In evaluating responses to this Request for Proposal, Calhoun County Land Bank Authority 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:

### D. Experience and Capacity

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

1. Experience in providing a range of tree services.

Less than one (1) year of experience providing tree services.	5 Points
One (1) to three (3) years of experience providing tree services.	10 Points
Greater than ten (3) years of experience providing tree services.	20 Points

2. Capacity to provide inspection and specification writing services and ability of the firm to meet timelines.

Demonstrated capacity and experience to complete three projects per week.	5 Points
Demonstrated capacity and experience to complete six projects per week.	15 Points
Demonstrated capacity and experience to complete more than six projects per week.	25 Points

3. Pricing Proposal

Lowest bid amount	60 Points
Next lowest bid amount	55 Points
Each additional lowest bid amount will be reduced by 5 points	

4. Local Preference

Principal Business Office Location within 20 miles of Battle Creek, MI	20 Points
Principal Business Office Location within 40 miles of Battle Creek, MI	10 Points
Principal Business Office Location outside 40 miles of Battle Creek, MI	5 Points

5. Section 3/MDE/WBE

Respondents meeting MBE/WBE requirements	10 Points
Respondents meeting HUD Section 3 requirements	10 Points

## APPENDIX C

### 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).

## APPENDIX D

<b>Pricing Proposals</b>				
<b>(An “x” in the box below indicates projects for bid, please indicate your bid for the projects you are interested in.)</b>				
<b>All Located in Battle Creek, MI</b>	<b>Tree &amp; Stump Removal</b>	<b>Tree Trimming</b>	<b>Tree Assessment</b>	<b>Brush &amp; Tree Debris Clean Up</b>
107 W. Bidwell	x			x
108 N. Wabash	x			x
198 Garfield	x			x
56 Harvard	x			x
169 Calhoun Street	x			x
248 Calhoun Street	x		x	x
254 Calhoun Street	x			x
125 N. Wabash	x	x		x
69 Wabash	x	x		x
317 W. Goguac and Adjoining address	x			x
37 Chestnut		x		x
111 W. Bidwell	x			x
89 Harvard St.	x			

## 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 of such 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 officer any sum of money, or has given or is to give 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 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.

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_  
(type or print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

The above statements are true to the best of my knowledge, information and belief as of the date set forth herein. *Notary certification below:*

