Calhoun County Land Bank Authority

Neighborhood Stabilization Program 2

Request for Proposal: Demolition Contractors (Round 3)

BID NUMBER: #10-CCLBA-2011
DATE ISSUED: September 1, 2010
DATE DUE: September 20, 2010; 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 Krista Edwards – 269-781-0859

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REQUEST FOR PROPOSALS – RISK ASSESSMENT 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 Demolition Contractors specializing in the demolition of structures and final site clearance. Licensed Companies with demonstrated experience in this area 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. Successful bids will be awarded to the most qualified respondent on a per property basis.

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is State licensed and certified in the demolition of all types of structures and is capable of providing the specified services. 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 Purchasing Department, 315 W. Green St., Marshall MI 49068 or phone 269-781-0981.

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. Due to the time constraints necessary to fully comply with all requirements of the Neighborhood Stabilization Program, it is imperative that the successful respondent meet or exceed all deadlines. 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 to ensure timely completion of the requested services.

C. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period of up to 6 months or until awarded projects are completed. 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

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 provide Demolition, recycling, proper waste disposal, site protection, and site restoration in total compliance with all federal, state and local regulations, for properties located in targeted neighborhoods and census tracts in the City of Battle Creek. (***See Appendix A – NSP2 Boundaries and Map***.) Nearly all parcels contain abandoned and blighted residential structures. All structures on a parcel will be demolished including garages and /or outbuildings, unless otherwise stated in this RFP. All footings and foundations are to be removed pursuant to Battle Creek City requirements, site backfilled with clean (non hazardous) fill material (sand, gravel), compacted, graded, and seeded. Contractors will provide a plan for the recycling of demolished materials when applicable.

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 City of Battle Creek, Department of Public Works for final clearance. A written clearance report from the Department of Public Works will be required for payment.

Environmental Assessment and abatement of asbestos and other hazardous materials will be the responsibility of the CCLBA. Once abatement has been completed, a letter of commencement and a letter of final clearance will be provide to the successful respondent prior to the start of any demolition activities.

OTHER ASPECTS TO CONSIDER:

1. No structure or accessory building shall be removed in whole or in a substantially whole condition. All structures and accessory buildings will be demolished on the premises, unless otherwise stated in this RFP. All driveways and concrete, with the exception of public sidewalks, also shall be removed.
2. Demolition and disposal of debris shall commence within 5 days from the Notice to Commence. Within 5 calendar days after "notice to commence" Contractor shall submit a demolition schedule for CCLBA review. Furthermore, preparation of structures, i.e. stripping of materials, shall not begin more than three days before the demolition work.
3. The CCLBA assumes no responsibility for the condition of existing buildings and structures and other property on site, nor 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.
4. Once demolition is started, it shall be continued until completion. Contractors must seed the property and submit an invoice to the Calhoun County Land Bank Authority within 5 business days of completing demolition activities. If the weather does not permit seeding, other arrangements shall be made.
5. A demolition permit shall be procured from the City of Battle Creek before commencing with demolition at the respondents cost. Furthermore, a copy of the Respondent's City of Battle Creek demolition license shall be submitted with the bid package.
6. 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.
7. Excavations from demolished buildings or structures shall not be filled with any material subject to deterioration. The CCLBA and or the City of Battle Creek, upon notification by the contractor shall inspect each excavation prior to backfill and the application of any and all topsoil.
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. The Contractor will be responsible for all damages to private or public property as a result of their fault or negligence in connection with the demolition. If damage occurs, the contractor must contact the CCLBA immediately and submit a summary report of the incident within 5 business days.

11. The 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 off will be disposed of at a licensed landfill. NO EXECPTIONS.

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 (MIOSHA, DNR-DNRE, and DCH), and any other local regulations.

13. It is the responsibility of the Contractor to determine the location of all 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.

14. The Contractor shall secure from appropriate agencies ALL REQUIRED PERMITS necessary for proper demolition prior to starting work. All fees for securing the permits shall be paid by the Contractor.

15. Contractor shall submit to the CCLBA, a written Waste Disposal and Waste Handling Plan for each property, describing classes of materials to be handled, disposition and receiving facilities for each material classification. A waste log shall be maintained by the 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.

16. The City of Battle Creek, CCLBA, and any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.

17. Contractor agrees that all work awarded under this RFP shall and will be completed and invoiced on or before December 15, 2011, providing that the CCLBA has issued the Notice to Commence by November 30, 2011. If contractors are unable to meet this deadline to due unforeseen setbacks, arrangements must be made prior to the deadline. However, if the contractor fails to begin demolition activities within 15 days of the Notice to Commence, the CCLBA reserves the right to re-award the project to the next qualified bidder.

18. Contractor shall provide at a minimum, four (4) inches of clean, natural, fertile topsoil free of any stones over 11/2 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.

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, and upon 4 inches of topsoil properly seeded. The CCLBA is willing to make partial payments (bid amount less $1000) to the 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.

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. During the program period, which ends February 10, 2013, THE CALHOUN COUNTY LAND BANK AUTHORITY anticipates up to 200 demolition assignments across the respective NSP2 areas. Further, THE CALHOUN COUNTY LAND BANK AUTHORITY anticipates multiple requests within a short timeframe. Properties are foreclosed, and anticipated to be vacant. Arrangements will be made by THE CALHOUN COUNTY LAND BANK AUTHORITY to schedule entry to the respective properties when necessary.

CAPACITY: The CCLBA, in order to meet certain deadlines, will require the successful respondent to perform 3-5 demolitions per week. It is important that all respondents clearly express in their response their ability to meet these expectations.

WRITTEN REPORTS: The Contractor shall be responsible for preparing or causing to have prepared final compliance reports for payment and use by the Calhoun County Land Bank Authority or in certain cases, the City of Battle Creek.

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 570.607 – 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

Services shall be provided on an "as needed" basis. The CCLBA does not guarantee a minimum quantity. The CCLBA expects to require demolition services for approximately 200 properties in total bid in increments of approximately 25-50 properties. The CCLBA reserves the right to increase or decrease the quantity based on available funding or other needs during the term of the contract.

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. 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 in order to obtain the most qualified firm(s) or individual(s) for demolition services in order to ensure timely completion of the requested services.

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:

Experience in Demolition and Site Clearance

Capability of Contractor and its Personnel

Price per property in Appendix D

Qualifications

Completeness of Response

Location of Business

Section 3 Certification or MBE/WBE

A. Experience and Capacity

A point system to evaluate the experience and capacity of the Respondent including locality and HUD Section 3/MBE/WBE is included in Appendix B.

SUBMITTAL REQUIREMENTS

RFP responses must be submitted via hard copy and sent to Calhoun County Purchasing Department, 315 W. Green St, Marshall MI 49068 and clearly labeled RFP #10-CCLBA-2011 by 3:00 pm on September 20, 2011. Submissions sent by email will not be accepted. 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 **kedwards@calhouncountymi.gov** by **5:00 pm Thursday, September 15, 2011.** Written answers will be provided to all potential bidders via email by **5:00 pm Friday, September 16, 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: 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.
3. Non-For-Profit Documentation if applicable
    - IRS 501(c)(3) determination
    - Articles of Incorporation
    - Corporate By-Laws
    - Listing of Board Members
4. Evidence of Financial Stability: All Respondents shall include their most recent financial statements with the proposal response. This information will assist and THE CALHOUN COUNTY LAND BANK AUTHORITY in determining the Respondent's financial condition. THE CALHOUN COUNTY LAND BANK AUTHORITY is seeking this information to ensure that the respondent has the financial stability and wherewithal to assure good faith performance.
5. Evidence of Licensing for Demolition under a Federal certification program or under an accredited State certification program.
6. A copy of the Respondent's City of Battle Creek License is required.

7. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project.
8. Conflict of Interest Statement & Supporting Documentation (See Appendix E): 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.

C. Main Proposal

Please provide the following information:

1. Years of experience and detailed qualifications in demolition in compliance with HUD, MIOSHA and OSHA standards.
2. 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.
3. A price for demolition based upon the scope of work, individually for each property listed in Appendix D.

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 and can meet the capacity requirements.

QUESTIONS

Written questions must be submitted via email to **kedwards@calhouncountymi.gov** by **5:00 pm Thursday, September 15, 2011**. Written answers will be provided to all potential bidders via email by **5:00 pm Friday, September 16, 2011.**

SUBMITTAL DUE DATE

Responses to this RFP are due by **3 P.M. (local time) on September 20, 2011**. 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
CCLBA
Purchasing Department
315 W. Green St.
Marshall MI 49068
ATTN: Leslie R. Obrig

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)

_____

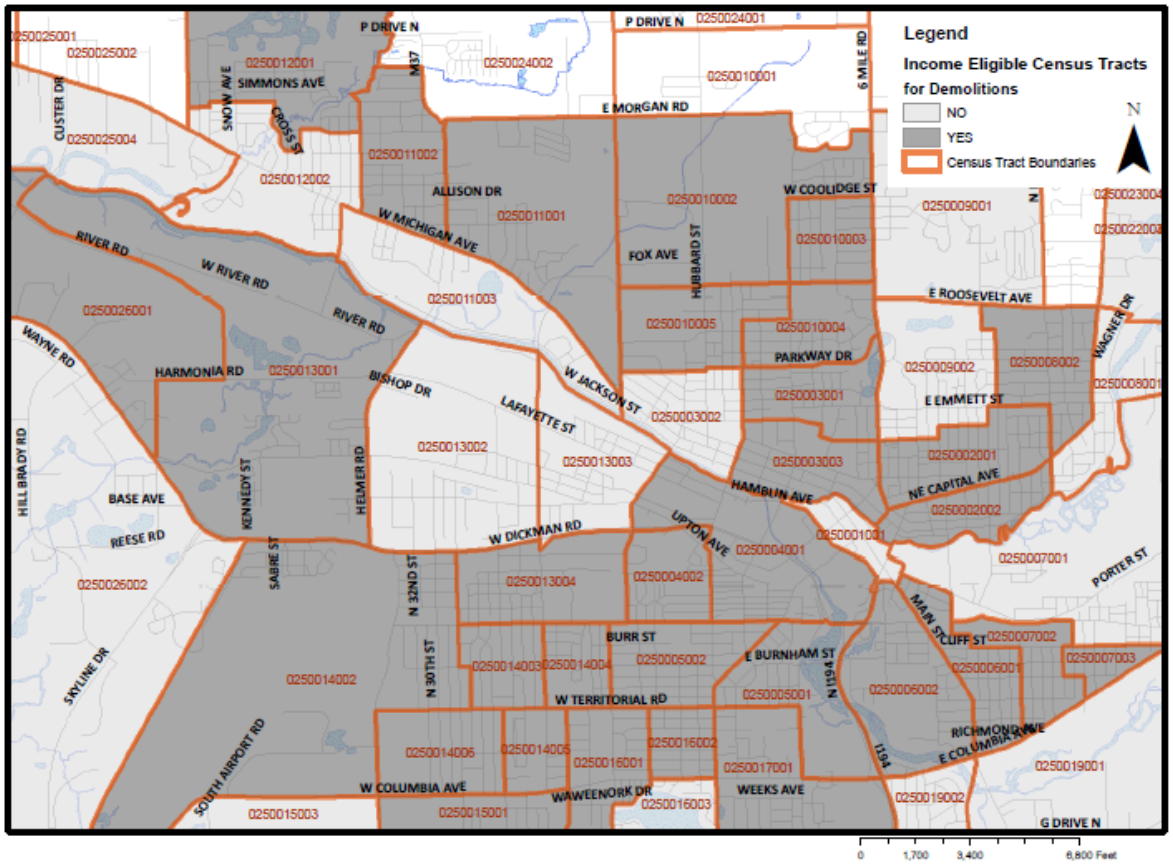
(Date)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- ❑ Letter of Interest (which includes items listed under "Submittal Requirements, A. Letter of Interest" on pages 8 – 9.
- ❑ Certification Form Note, Signed
- ❑ Capacity of Company to Complete X Number of Demolitions Per Week
- ❑ MBE/WBE, Local Hiring, HUD Section 3, if applicable
- ❑ 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 & City of Battle Creek Demolition License
- ❑ Evidence of Financial Stability, which could include, but is not limited to, the following:
  - Annual Report that includes a financial review
  - Most recent tax returns
  - Current balance in business accounts
- ❑ Three References
- ❑ Non Collusion Affidavit, Signed and Notarized (Appendix E)
- ❑ Pricing Proposal based on the Demolition of all Properties (Appendix D)
- ❑ RFP Submittal Requirements Checklist

APPENDIX A



NSP2 Income Eligible Census Tracks for Demolitions

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 housing inspection and specification writing services

Less than one (1) year of experience in Demolition	5 Points
One (1) to three (3) years of experience Demolition	10 Points
Greater than ten (10) years of experience Demolition	20 Points

2. Capacity to provide abatement services and ability of the firm to meet timelines.

Demonstrated capacity and experience to produce less than 2 Demolitions per week.	5 Points
Demonstrated capacity and experience to produce up to 6 Demolitions per week.	15 Points
Demonstrated capacity and experience to produce greater than 10 Demolitions per week.	25 Points

3. Pricing Proposal

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

Address	Street Name	Bid Amount
96	Academy Street	
132	Clay Street	
19	Cliff Street	
111	Eldred Street	
53	Euclid Avenue	
13	Hanover Street*	
21	Hanover Street*	
19	Janoah Avenue	
53	Lathrop Avenue	
72	Lathrop Avenue	
236	Limit Street	
278	Limit Street	
79	N. McKinley Avenue	
154	Nelson Avenue	
238	Oneita Street	
38	Post Avenue	
119	Post Avenue	
226	Post Avenue	
121	W. Rittenhouse Avenue	
83	Summer Street	
100	Summer Street	
155	Summer Street	
393	Upton Avenue	
78	N. Wabash Avenue	
82	N. Wabash Avenue	
291	N. Washington Avenue	

* Pending approval from the Local Historic District

APPENDIX E

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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:*