

Calhoun County Land Bank Authority

Neighborhood Stabilization Program 2

Request for Proposal: Snow & Ice Removal Services

BID NUMBER: #13-CCLBA-2011

DATE ISSUED: December 8, 2011

DATE DUE: December 28, 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 Krista Edwards – 269-781-0806



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REQUEST FOR PROPOSALS – SNOW & ICE REMOVAL 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 for snow & ice removal services on land bank owned properties. Contractors that provide snow & ice removal services with demonstrated experience 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 applicable federal, state, and local licenses. 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 as outlined in the Scope of Services.

C. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period until the end of the grant period (February 10, 2013), with the possibility of an extension. 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 remove snow and ice on properties acquired for the purposes of NSP2 located 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. During the program period, which ends February 10, 2013, THE CALHOUN COUNTY LAND BANK AUTHORITY anticipates up to 50-300 properties that will need snow and ice removal services in the respective NSP2 areas during the program period.

Contractor shall service properties as needed based on weather and service shall comply with City of Battle Creek snow & ice removal ordinances (see Battle Creek Code of Ordinances Sections 1022.12, 1022.13, and 430.03). Additional information about the scope of work and number of properties is also provided in Appendix D. The successful Respondent shall document this by providing an invoice for each property serviced to the CALHOUN COUNTY LAND BANK AUTHORITY. Invoices shall include the name of the employee who provided the services as well as the number of hours worked. Additionally the contractor shall submit a report on a quarterly basis that summarizes snow & ice

removal services provided for each property; the CALHOUN COUNTY LAND BANK AUTHORITY shall provide report format for each quarter.

Contractors shall begin services within 24 hours after the end of the snow storm when accumulation exceeds 2” or when an ice storm ends.

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

Services shall be provided on an “as needed” basis depending on weather, and shall comply with the City of Battle Creek Code of Ordinances. The CCLBA does not guarantee a minimum quantity. The CCLBA expects to require snow & ice removal services for approximately 50-300 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.

Proposals shall be guaranteed until the end of the grant period (FEB 10, 2013). Prices shall remain the same during the extended term. Any additional proposed cost must be provided as bid alternatives.

The Calhoun County Land Bank Authority reserves the right to select the contractor that best meets the CCLBA’s goals and objectives, quality levels, 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:

Experience Providing Snow & ice removal Services

Capability of Contractor and its Personnel

Price (See Appendix D)

Qualifications

Completeness of Response

Locality of Business

Section 3 Certification or MBE/WBE (Please see *Submittal Requirements, Section C. Main Proposal #3* for more information)

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 the Calhoun County Purchasing Department, 315 W. Green St, Marshall MI 49068 and clearly labeled RFP #13-CCLBA-2011. 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 by **5:00 pm Tuesday, December 20th, 2011**. Written answers will be provided to all potential bidders via email by **5:00 pm Wednesday, December 21st, 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 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:

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 \$500,000; Workers Compensation and Employers Liability with limits not less than \$500,000; and Automobile Liability with limits not less than \$500,000 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.
3. Three (3) references of related projects, including date of project, contact person and phone number, and a brief description of the project. (Please see and complete Appendix E)
4. 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 & complete Appendix F)

C. Main Proposal

Please provide the following information:

1. Years of experience providing snow & ice removal services, and capacity to provide services on a as needed basis determined by weather.
2. Pricing proposal on a per lot basis and written quarterly reports on a per property basis (Please see and complete Appendix D).
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. To become Section 3 certified, please contact Bill Struin at the City of Battle Creek by calling 269-966-3379.

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 overall 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 by **5:00 pm Tuesday, December 20th, 2011**. Written answers will be provided to all potential bidders via email by **5:00 pm Wednesday, December 21st, 2011**.

SUBMITTAL DUE DATE

Responses to this RFP are due by **3 P.M. (local time) on Wednesday, December 28, 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
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)

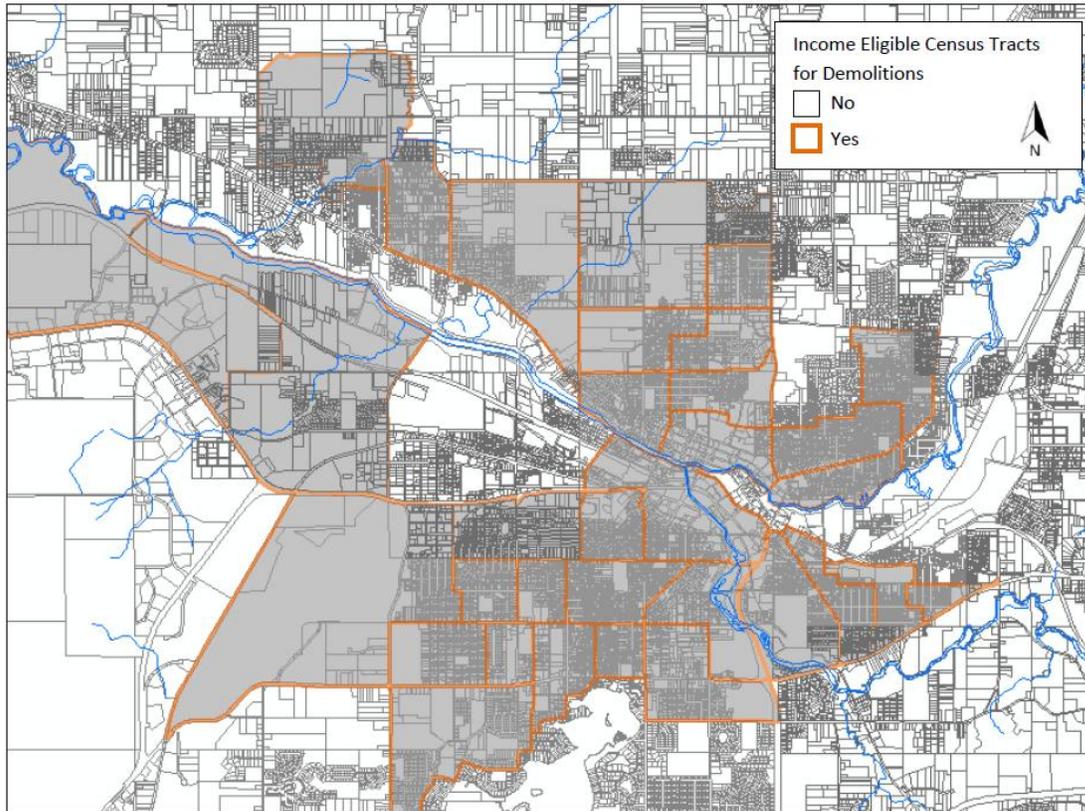
(Date)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP

- Letter of Interest
- Certification
- 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 (Please see & complete Appendix E)
- Conflict of Interest Statement & Supporting Documentation (Please see & complete Appendix F)
- Capacity of Company (Please see & complete Appendix D)
- Pricing Proposal (Please see & complete Appendix D)
- MBE/WBE, Local Hiring, HUD Section 3, if applicable
- RFP Submittal Requirements Checklist

APPENDIX A



NSP2 Eligible Census Tracts 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 snow & ice removal services

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

2. Capacity to provide snow & ice removal services and ability of the firm to meet timelines.

Demonstrated capacity and experience to service less than 50 properties within a 24 hour period.	5 Points
Demonstrated capacity and experience to service up to 75 properties within a 24 hour period.	15 Points
Demonstrated capacity and experience to service more than 100 properties within a 24 hour period.	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

Projects in the NSP2 program include rehabilitations, new builds, and demolitions; all projects are located in the City of Battle Creek. The overwhelming majority are city lots, though the county is demolishing one multi-family apartment complex that currently has parking lots. The standard for snow and ice removal is as follows:

Rehabilitation & New Build Projects:

- All public sidewalks (public)
- Sidewalk leading to the house (private)
- Driveway

Demolition Projects (including multifamily demolition project*):

- All public sidewalks
- Parking lots* (only when requested by the CCLBA)

General Pricing:

Snow Removal:

City lot, sidewalk: public \$ _____ /linear feet

private \$ _____ /linear feet

City lot, driveway \$ _____ /square feet

Parking lot \$ _____ /square feet

Ice Removal:

City lot, sidewalk: public \$ _____ /linear feet

private \$ _____ /linear feet

City lot, driveway \$ _____ /linear feet

Parking lots \$ _____ /square feet

Capacity of Company:

The NSP2 program currently has 37 properties that fall into the rehabilitation/rebuild category and this number could increase to 45. The total number of demolitions is expected to be 100 – 250. The number of properties will change as properties are acquired and disposed of; the overall number is expected to decrease as we near the end of the grant.

Number of properties that can be completed within a 24 hour period:



APPENDIX E

List of Three References (3)

Reference 1

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

Budget: _____

Reference 2

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

Budget: _____

Reference 3

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

Budget: _____

APPENDIX F

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:*

