

Calhoun County Land Bank Authority

Request for Proposals: Demolition Services

For grant funded and general projects, including the following: Michigan Homeowner Assistance Nonprofit Housing Corporation, Michigan State Housing Development Authority and Help for the Hardest Hit Blight Program.

RFP NUMBER: #01-CCLBA-2019

DATE ISSUED: January 29, 2019

DATE DUE: February 19, 2019; 3:00 PM (LOCAL TIME)

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

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

Table of Contents

| | |
|-------------------------------------------------------|----|
| BACKGROUND..... | 3 |
| IMPORTANT DATES..... | 3 |
| SCOPE OF WORK/DELIVERABLES..... | 3 |
| THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL..... | 7 |
| EVALUATION AND SCORING..... | 9 |
| OTHER ASPECTS TO CONSIDER..... | 9 |
| RFP SUBMITTAL GUIDELINES..... | 11 |
| CERTIFICATION FORM NOTE..... | 12 |
| RFP SUBMITTAL REQUIREMENTS CHECKLIST..... | 13 |
| APPENDIX A – Budget & Pricing Proposal – Round 8..... | 14 |
| APPENDIX B - References..... | 15 |
| APPENDIX C – Non-Collusion Affidavit..... | 16 |
| APPENDIX D – Debarred or Suspended Statement..... | 17 |
| APPENDIX E – Evaluation & Scoring..... | 18 |
| APPENDIX F – W-9 Form..... | 19 |
| APPENDIX G – Equal Opportunity Clause..... | 20 |

REQUEST FOR PROPOSALS: DEMOLITION SERVICES

BACKGROUND

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

The CCLBA invites the submission of proposals from certified demolition contractors to provide demolition and site restoration services for blighted residential sites. Licensed companies with demonstrated experience in this area and an interest in making their services available to the CCLBA are invited to respond to this RFP.

IMPORTANT DATES

RFP Issue Date: January 29, 2019

Questions Due: February 5, 2019 at 5:00pm

Answers Available: February 6, 2019 at 5:00pm

Proposal Due Date: February 19, 2019 at 3:00pm

Tentative Award Date: January 21, 2019

Project Completion Deadline: July 1, 2019 (this deadline will be mandatory to keep due to funding)

SCOPE OF WORK/DELIVERABLES

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

Demolition activity for this RFP will be taking place in the following jurisdictions with independent inspection departments, agencies and inspectors in the City of Battle Creek, City of Springfield, City of Albion and Bedford Charter Township.

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

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

OTHER INFORMATION RELATED TO BID WORK:

1. **BOND REQUIREMENT:** Although Michigan State Law (MCL 129.201) requires a performance bond on projects where the overall costs exceeds \$50,000, the Grantor for these projects require a bond for any work awarded regardless of amount. Therefore, a bid bond in the amount of 5% of the Contractor's overall bid price is required from each bidder under the submittal requirements of this RFP. A bid bond is usually a two page document from your bond company that includes the bond on page one, and a Power of Attorney authorization on page two from an insurance company; there should be no charge for this document. If a contract is awarded to a Contractor in an amount that equals or exceeds \$50,000 in aggregate amount for all projects assigned, the Contractor shall supply both of the following:
 - a. **A performance bond for 100 percent of the contract price; this shall be supplied once the contract has been verbally accepted.** *(A performance bond is one executed in connection with a contract to secure fulfillment of Contractor's obligations under such contract.)*
 - b. A payment bond, in conjunction with the performance bond, on the part of the Contractor for 100 percent of the contract price; this shall be supplied once the contract has been verbally accepted. *(A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the current contract.)*
 - c. The funding source for the project requires that a Surety/Performance Bond must be secured for any contract that requires, or will result in a payment to the contractor for, demolition or construction services. The Surety/Performance Bond shall be in an amount equal to one hundred percent (100%) of the total contract amount budgeted for demolition or construction services. Bonds must be issued by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations. If demolition or construction services are neither budgeted nor requested by change order, the contractor need only comply with the bonding requirements of subparagraphs (a) and (b) above.
2. All structures and accessory buildings will be demolished on the premises, unless otherwise stated in this RFP or unless approval is given by the CCLBA. *All driveways and concrete, with the exception of shared driveways and public sidewalks, also shall be removed. Retaining walls shall be removed on a case by case basis. Garbage, tree debris, and other types of debris must also be removed as part of the demolition.*
3. Demolition and disposal of debris shall commence within 15 days from the Notice to Commence, unless other arrangements are made. Within 5 calendar days after "Notice to Commence" Contractor shall submit a demolition schedule for the CCLBA's review. Furthermore, preparation of structures, i.e. stripping of materials, shall not begin more than three days before the demolition work.
4. The CCLBA assumes no responsibility for the condition of existing buildings and structures and other property on site, or for their continuance in the condition existing at the time of Notice to Commence. NO adjustment of contract price or allowance for any change in conditions will be made after the award of bid unless approved by the CCLBA.
5. Contractor shall use all means necessary to control dust on and near the work site and associated off-site areas if dust is caused by Contractor's work or as a result from the condition in which Contractor leaves the site.
 - a. All surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance and to minimize the spread of lead-containing dust to the public and adjacent properties.

- b. All dry mortar, lime, brick dust, plaster, and other flying material shall before and during removal be dampened sufficiently to prevent it from floating or being blown into the street or on any adjoining property; all sidewalks shall be protected by fences and scaffolds as required by state and local codes or regulations.
6. Once demolition is started, it shall continue until completed. Contractors must seed and straw the property and submit an invoice to the CCLBA within seven days of completing demolition activities. If the weather does not permit seeding or a schedule conflict occurs, other arrangements shall be made and must be approved by the CCLBA.
7. A demolition permit shall be procured from the appropriate jurisdiction's permit department/agency, at the Contractor's cost, before commencing with demolition.
 - a. Contractor shall secure from appropriate agencies ALL REQUIRED PERMITS necessary for proper demolition prior to starting work; in some cases a soil erosion permit may be needed.
8. If buildings to be demolished are surrounded by a number of trees, shrubs, or bushes, and if during demolition a sufficient number of limbs are broken or hanging to present a safety hazard, the CCLBA will order the removal of such trees at the Contractor's cost. Additionally, Contractors shall remove all miscellaneous brush, wood, and tree debris left after demolition activities.
9. Contractor's operations will be confined to the parcels of land being demolished.
10. Contractor will be responsible for all damage to private or public property as a result of their fault or negligence in connection with the demolition. If damage occurs, Contractor must contact the CCLBA immediately and submit a summary report of the incident within five business days.
11. Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash off the project area, and shall commit no trespass on any private property in the disposal. All materials, debris, rubbish, and trash will be disposed of at a licensed landfill. NO EXCEPTIONS.
12. All demolition activities will be conducted in compliance with NESHAP standards. All activities will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, DNR-DNRE, and DCH), and any other local regulations. NOTE: An asbestos survey may not be able to be completed for any part of fire damaged structures which were built prior to 1981. If this is a case or if only part of the asbestos can be identified and abated, the CCLBA expects Contractor must presume, assume or treat all suspect material as asbestos containing material (ACM) or presumed asbestos containing material (PACM) in the structure.
13. It is the responsibility of Contractor to determine the location of all buried utility service lines on or adjacent to the work area. Contractor shall be responsible for the final location and protection of all utility service lines and damage to any such utility service line resulting from the Contractor's operations shall be repaired or replaced by Contractor at Contractor's cost. It will also be the responsibility of the Contractor to exercise care to prevent damage to fences, sidewalks, roadways, and other improvements in or adjacent to the work area. **All public sidewalks damaged during the demolition activity will need to be repaired prior to a release of payment for that property.**
14. A waste log shall be maintained by Contractor and shall contain origin of material (address and date) and receiving facility for each load and the weight of each load. Contractor is to determine recycling or disposal methods to ensure that waste materials are recycled or disposed of properly. All waste materials are to be transported directly to a properly permitted facility. All waste receipts shall be submitted prior to payment.
15. Any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.
16. Contractor agrees that all work awarded under this RFP shall be completed as follows:

a. MHA Nonprofit Housing Corp, MSHDA and Help for the Hardest Hit Blight Program projects – July 1, 2019. This is a hard deadline due to funding restraints.

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.

17. The Contractor shall conduct operations in a safe and orderly manner and in conformance with Michigan PA 154, per the Michigan Department of Labor and Energy Construction Safety Standards Commission. Safety practices shall include the following where applicable:
 - a. Installation of barricades, warning signs, caution tape, etc., as precaution to and during wrecking operations shall be in compliance with the local jurisdictions;
 - b. Any open hole in excess of 3' in depth shall be properly barricaded to prevent people or animals from falling in or sloped on all four sides so that people or animals could get out; and
 - c. All personnel working on the site shall be properly trained as required and made thoroughly familiar with safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. All work associated with hazardous materials, e.g. lead or cadmium, shall be performed at appropriate Personal Protection Levels as defined by MIOSA. Lead shall be assumed as all homes were constructed prior to 1978, and proper individual air monitoring for on-site workers shall be required.
18. Contractor shall provide at a minimum, four (4) to six (6) inches of clean, natural, fertile topsoil free of any stones over 1½ inch, clods, sticks, roots, or other objectionable material. Seeding shall be either clover (preferred) or perennial ryegrass mix at a rate of 4-5 lbs per 1000 sq. ft. The ideal mixture should be 20% Kentucky Blue Grass, 20% perennial Rye grass, 20% hard fescue, and 40% Creeping Red Fescue. All fill dirt shall be Class 2 material. The following guidelines shall be followed for the site restoration process:
 - a. Excavations from demolished buildings or structures shall not be filled with any material subject to deterioration. The CCLBA, the City of Battle Creek, City of Springfield, City of Albion and Bedford Charter Township and/or their representatives or other representative for an applicable jurisdiction, upon notification by the contractor shall inspect each excavation prior to backfill and the application of any and all topsoil.
 - b. To prepare for fill, the Contractor shall remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fill on site. Break up soil surfaces steeper than one (1) vertical to four (4) horizontal slope (1v:4h) so fill material will bond with existing surface.
 - c. Place fill in layers to an elevation between four (4) inches and six (6) inches above adjacent undisturbed ground.
 - d. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill layer before compaction to within 2% of optimum moisture content.
 - e. Compaction shall be obtained by placing backfill or fill material in layers not more than 12 inches in loose depth; Contractor shall achieve compaction by reasonable means as determined by the Contractor.
 - f. Grading lots shall be done by uniformly grading areas to a smooth surface, and the lot shall not be uneven. Smooth transitions shall be made between existing adjacent grades, and new grades, and Contractors shall avoid directing water onto adjacent property. The new grade shall match adjacent property lines.
 - i. When settling occurs during the project correction period, Contractor shall remove finished surfacing, backfill with additional approved material, compact and reconstruct surfaces.
19. Payment for the cost of all work contained in the RFP will be made at the prices contained in the bid. Payment will only be made upon the completion of all requirements outlined in the RFP. In other

words, payment will only be made upon the removal of all structures, proper grading and backfilling, upon four (4) inches of topsoil properly seeded and submission of written reports as detailed below. The CCLBA are willing to make partial payments (bid amount less \$1000) to Contractor only upon proper demolition of all structures, proper backfilling and compacting to proper grade and prior to the application of topsoil and seeding. There will be no exceptions to the retainage amount.

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

Interested Bidders: Interested bidders MUST REGISTER their company and intent to bid on this RFP at the Calhoun County website: <http://www.calhouncountymi.gov/vendors/registration>. A copy of the questions & answers associated with this RFP will be sent out per the County's online registration database. If you have any questions, you can contact Amy Rose Robinson at 269-781-0744 or via email at arobinson@calhouncountymi.gov.

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

The CCLBA reserves the right to select the Contractor that best meets its goals and objectives, quality levels, as well as its educational and service level expectations. The CCLBA reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part, or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the CCLBA. The CCLBA may also remove properties from the list when circumstances dictate it. The CCLBA may select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s) for demolition services in order to ensure timely completion of the requested services.

THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. Letter of Interest containing the following:

- a. Name of lead firm and any subcontractors
- b. Contact information (including email address).
 - i. Names and contact information of all persons with an ownership interest in said organization.
 - ii. Assigned contact for this project with contact information.
- c. Description of organization (e.g. Corporation, Limited Liability Company, or Joint Venture)
- d. A summary of the qualifications of the Respondent and team
 - i. Years of experience in providing specified services
 - ii. Identification of MBE/WBE or Section 3 (see Appendix E) enterprise; if applicable, separately include supporting documentation.

- e. 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.
 - f. Experience with Federal/State grants with specific grants, i.e. CDBG, NSP2, Hardest Hit Funds, and others.
2. **Submit one of the following:**
- a. Certificate of Good Standing for Corporations Companies issued by the Michigan Department of Licensing and Regulatory Affairs; or
 - i. **NOTE:** Certificates are only good for one (1) year from date of issue. **Check date before submitting.**
 - b. Certificate of Existence for Limited Liability Companies issued by the Michigan Department of Licensing and Regulatory Affairs; 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 Homeowner Assistance Nonprofit Housing Corporation, Michigan State Housing Development Authority, Help for Hardest Hit Blight Program, U.S. Department of Housing and Urban Development, U.S. Department of Treasury and its officers, agents, and employees from any and all claims, causes, or actions, and damages of any kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the CCLBA, MSHDA, HUD, or its officer, agents, or employees in connection with said contact.
- a. **Additional Insured** – the CCLBA, whichever appropriate, shall be added as an additional insured with the following language: "Additional Insured: CCLBA, all its elected and appointed officials, all its employees, agents and its volunteers, all its Boards, Commissions and/or authorities and Board members including employees, agents and volunteers thereof."
4. **Demolition Plan** including the following:
- a. Number of demolitions Respondent can complete each week.
 - b. Materials slated for recycling and name of appropriate disposal facility.
 - c. Number of crews to be working on the project.
5. **Budget & Pricing Proposal** (see Appendix A)
6. **Bid Bond Documentation** - Required for all bidders.
7. **Residential Builder License** - A copy of Respondent's Residential Builders license issued by the State of Michigan Department of Licensing and Regulatory Affairs – Bureau of Licensing. This must be in the company's name.
8. **City of Battle Creek Demolition License** – A copy must be submitted if Contractor is awarded projects in Battle Creek.
9. **Asbestos Abatement License** - A copy of Asbestos Licenses issued by the State of Michigan Department of Licensing and Regulatory Affairs and **training certifications for all employees intended to work on asbestos containing demolition projects** (*Note: If your company does not bid on these projects, you do not need to submit asbestos licensing*)

10. **Lead and Cadmium Training Certificates** - A copy of documentation showing the employees working on these projects have received training in environmental concerns related to lead and cadmium
11. **Three References** - project overview for similar agencies for which you have done similar work (see Appendix B)
12. **Non-Collusion Affidavit** (see Appendix C)
13. **Debarred or Suspended Organization Statement** – completed and signed (see Appendix D)
14. **W-9** – completed and signed (see Appendix F)
15. **Equal Opportunity Clause** – signed by authorized company representative (see Appendix G)

EVALUATION AND SCORING

In evaluating responses to this Request for Proposal, the review committee will take into consideration the experience, location of business, and costs that are being proposed by the Respondent. Proposals should provide a straightforward, concise description of the proponent’s capabilities to satisfy the requirements of the RFP. The following Evaluation Criteria will be considered in reviewing submittals (see Appendix E):

- Experience in providing the requested service
- Experience with grant funded projects
- Budget & Pricing Proposal (Appendix A)
- Qualifications to efficiently and effectively complete 3 projects per week
- Location of Business

OTHER ASPECTS TO CONSIDER

A. RFP Overview

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, shall be capable of providing the specified services. The Respondent shall be financially solvent and its employees and or subcontractors shall be competent to perform the services required under this RFP. Nothing in this RFP shall be construed to create any legal obligation on the part of the CCLBA or any Respondents. The CCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA be liable to Respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Respondent shall be entitled to repayment from the CCLBA for any costs, expenses or fees related to this RFP or responding to it. All supporting documentation submitted in response to this bid will become the property of the CCLBA. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known; however, submissions are to be firm and cannot be withdrawn for a period of thirty (30) calendar days after opening.

The CCLBA has adopted [Purchasing Policies and Procedures for the Procurement Process](#) available online or through the Calhoun County Purchasing Department at 315 W Green Street, Marshall, MI 49068, or via phone at 269-781-0981.

B. Terms of Contract



Any contract awarded pursuant to this RFP solicitation shall be effective until awarded projects are completed; projects must be completed by July 1, 2019. 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. **MHA with MSHDA and Help for the Hardest Hit Blight Program** – The MHA working in conjunction with the Michigan State Housing Development Authority (MSHDA) awarded funds to support targeted demolition activity within local units of government across Calhoun County. The goal of initiating or triggering private investment and development, support current investment and development and to promote the increase in values of surrounding areas. Participants in the Hardest Hit Blight Elimination Program are funded by MHA through the U.S Dept. of Treasury.
2. Award limits for communities with a population of over 50,000 the minimum award is \$1,000,000 and a maximum of \$5,000,000. The CCLBA and Calhoun County were awarded \$3,835,499 in grant funds for the demolition of approximately 218 residential properties in the Cities of Albion and Battle Creek, Emmett and Bedford Townships and the Village of Homer and others throughout Calhoun County.

D. 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.

E. All work shall confirm to the following Federal and State requirements where applicable:

- 24 CFR 570.061 – Equal Opportunity and Fair Housing
- 24 CFR 570.602 – Affirmative Marketing
- 24 CFR 570.603 – Davis Bacon Wage Rates for Projects with 8 or more units
- 24 CFR 570.604 – Environmental Review
- 24 CFR 570.605 – National Flood Insurance Program
- 24 CFR 570.606 – Displacement, Relocation and Acquisition
- 24 CFR 570.607 – Lead Based Paint
- 24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors
- 24 CFR 570.611 – Conflict of Interest
- 24 CFR 85.36 – Procurement
- Executive Order 11246 (Appendix F)

RFP SUBMITTAL GUIDELINES

SELECTION PROCESS

The Selection Committee comprised of the CCLBA 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 arobinson@calhouncountymi.gov by **5:00pm Tuesday, February 5, 2019**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website www.calhouncountymi.gov by **5:00pm Wednesday, February 6, 2019**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Tuesday, February 19, 2019. 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. **Three unbound hard copies (DO NOT INCLUDE A COPY OF THE RFP)** 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 - **DO NOT INCLUDE A COPY OF THE RFP**

- RFP Submittal Requirements Checklist – use as cover to documents; put in the following order.
- 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
- Budget & Pricing Proposal (Appendix A)
- Bid Bond in the amount of the overall bid price, REQUIRED
- A copy of Respondent’s “Department of Energy, Labor & Economic Growth’s Residential Builders’ And Maintenance & Alteration Contractors’ Board Residential Builder License” - This must be in the company’s name.
- Asbestos Licenses - for company and all employees able to work on asbestos containing demolition projects should any of the current project change from regular demolitions to asbestos containing demolitions.
- Demolition License – City of Battle Creek
- Lead and cadmium certification – for training for all employees assigned to this project.
- Demolition plan - with or without a recycling component, should include the number of properties that the Respondent can demolish per week; if recycling is included, please identify materials slated for recycling and name of recycling facility being used for disposal.
- Three References and accompanying project information (Please see and complete Appendix B)
- Non-Collusion Affidavit – Complete and sign (Appendix C)
- Debarred or Suspended Statement - Complete and sign (Appendix D)
- W-9 – Completed and sign (Appendix F)
- Equal Opportunity Clause – Sign and date (Appendix G)
- Three (3) unbound copies of the package for submission**

Respondent Name: _____

Company Name: _____

Date of submission: _____ Duns # _____



APPENDIX A – Budget & Pricing Proposal – Round 10

| Parcel Number | Address | Local Unit | Cost |
|---------------|---------------------|----------------------|------|
| 04-440-012-00 | 183 Saratoga Ave | Bedford Twp | |
| 51-007-706-00 | 604 Broadwell St W | City of Albion | |
| 51-007-707-00 | 608 Broadwell St W | City of Albion | |
| 51-007-708-00 | 610 Broadwell St W | City of Albion | |
| 51-004-024-03 | 612 Chestnut St W | City of Albion | |
| 51-007-760-00 | 1507 Cooper St | City of Albion | |
| 51-008-220-00 | 312 Fitch St | City of Albion | |
| 51-001-379-01 | 411 Ionia St S | City of Albion | |
| 51-010-577-00 | 1015 Jefferson St | City of Albion | |
| 51-001-959-00 | 1017 Maple St | City of Albion | |
| 6030-00-089-0 | 45 Baldwin Ave W | City of Battle Creek | |
| 8040-00-148-0 | 54 Bennett St | City of Battle Creek | |
| 0520-00-052-0 | 51 Blanch St | City of Battle Creek | |
| 9530-00-015-0 | 213 Howland St | City of Battle Creek | |
| 6810-10-011-0 | 246 Lathrop Ave | City of Battle Creek | |
| 5650-00-057-0 | 255 Main St | City of Battle Creek | |
| 3290-00-010-0 | 92 Meachem Ave | City of Battle Creek | |
| 6290-00-184-0 | 65 Meadowlawn Ave W | City of Battle Creek | |
| 3280-00-104-0 | 64 Scenery Ave | City of Battle Creek | |
| 2120-00-009-0 | 15 South Place | City of Battle Creek | |
| 1530-00-014-0 | 19 Tennyson Ave | City of Battle Creek | |
| 3240-00-041-0 | 416 Upton Ave | City of Battle Creek | |
| 3500-00-123-0 | 119 Wilds Ave | City of Battle Creek | |
| 54-050-005-00 | 600 Lafayette | City of Springfield | |
| 54-290-053-00 | 481 Upton Ave | City of Springfield | |

APPENDIX B - References

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 C – Non-Collusion Affidavit

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 _____, 2016 in _____ County, Michigan.



_____, Notary Public
Acting in _____ County, Michigan
My Commission Expires: _____, 20__



APPENDIX D – Debarred or Suspended Statement

Debarred or Suspended Organization Statement

By signing below I agree that my company/organization or any of its principals, personnel, divisions or affiliates presently or in the past have not been debarred or suspended from entering into contracts with any Federal, State, or Local governmental entity.

The company/organization has not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

The company/ organization is not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local).

The company/ organization has not had one or more public transaction (Federal, State, Local) terminated for cause of default.

Company Name

Authorized Signature

Date

Printed name of authorized agent

For reference, this website may be accessed to look up debarred companies/organizations: System for Award Management (SAM) at www.sam.gov. This is the system used by Federal, State and Local agencies for grants.



APPENDIX E – Evaluation & Scoring

In evaluating responses to this Request for Proposal, CCLBA will take into consideration the experience, capacity, and costs that are being proposed by the Respondent. The following Evaluation Criteria will be considered in reviewing submittals:

Experience and Capacity

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

1. Experience in providing Demolition Services

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

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

| | |
|-------------------------------------------------|-----------|
| Previous NSP2, HHF, HOME or CDBG grant projects | 10 Points |
|-------------------------------------------------|-----------|

3. Demonstrates ability to efficiency and effectively complete projects

| | |
|------------------------------------------------------------|-----------|
| Ability to complete three (3) demolition projects per week | 10 Points |
|------------------------------------------------------------|-----------|

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 |

APPENDIX F – W-9 Form

| | | |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|
| Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give Form to the requester. Do not send to the IRS. |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|

| | | |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

| | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Part I Taxpayer Identification Number (TIN) | | | | | | | | | | | | | | | | | | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> </tr> </table> | Social security number | | | | | | | | | | | | | | | | | | | | |
| Social security number | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter. | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> <td style="width:30px; height: 20px;"></td> </tr> </table> | Employer identification number | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Part II Certification | |
| Under penalties of perjury, I certify that: | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and | |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and | |
| 3. I am a U.S. citizen or other U.S. person (defined below). | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4. | |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



APPENDIX G – Equal Opportunity Clause

CALHOUN COUNTY
EQUAL OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11246)

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency or other contracting officer, advising the labor union or workers; representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relent orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Anti-Terrorist Compliance:

Your organization represents, covenant and warrants that it is in compliance with all statutes, executive orders, and regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. (Required)

Contractor signature

Date

EQUAL OPPORTUNITY EMPLOYER AND EQUAL HOUSING OPPORTUNITY

