Calhoun County Land Bank Authority

Request for Proposals: Electrical Service 253 McKinley Ave N, Battle Creek

For grant funded project: City of Battle Creek HOME Program 2015-16.

RFP NUMBER: #20-CCLBA-2015 AMENDED
DATE ISSUED: December 10, 2015 (amended 12/17/2015)
DATE DUE: January 6, 2016; 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

REQUEST FOR PROPOSALS: ELECTRICAL SERVICES

BACKGOUND

This Request for Proposals ("RFP") is being issued by the Calhoun County Land Bank Authority (CCLBA) for Electrical service at CCLBA owned property at 253 McKinley Ave N, Battle Creek. The project will be managed by the CCLBA. The grant associated with funding is as follows:

- **City of Battle Creek HOME Program** – Major rehab project for purchase by low- to moderate-income homebuyer. Project to be rehabilitated to Uniform Physical Condition Standards (UPCS) and International Building Code, when applicable.
    i. CCLBA is the lead grantee

The CCLBA invites the submission of proposals from licensed Electrical contractors to provide services to home at 253 McKinley Ave N. Licensed companies with demonstrated experience and qualifications 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: December 10, 2015
Pre-Bid Meeting (mandatory): Wednesday, December 16, 2015 at 9:00am at 253 McKinley Ave N and/or Friday, December 18, 2015 at 8:00an at 253 McKinley Ave N

Questions Due: December 21, 2015 at 5:00pm
Answers Available: December 22, 2015 at 5:00pm
Proposal Due Date: January 6, 2016 at 3:00pm
Tentative Award Date: January 13, 2016
Project Completion: March 15, 2016

SCOPE OF WORK

The CCLBA seeks sealed proposals from Respondents to provide labor and materials to bring Electrical service at 253 McKinley Ave N in compliance with all applicable ordinances and codes of the City of Battle Creek.

The Contractor shall obtain and pay for all permits, and licenses required by any ordinance, code and regulation of the jurisdictions in which the work is to be done. For all permits and licenses or testing required by any ordinance, code or regulation of the State of Michigan or Local Inspection Divisions, required for the performance, completion and execution for the work and labor to be performed shall be the responsibility of the awarded Contractor. All inspections and reports will be presented to Property & Project Coordinator prior to final payment for the project.

OTHER INFORMATION RELATED TO BID WORK:

1. All construction work shall be performed in accordance with State of Michigan, International Building Codes and the City of Battle Creek requirements.
2. All construction work shall be inspected and approved by City of Battle Creek Inspections and CCLBA staff members.
3. Contract work will commence immediately upon contract signing in order to meet deadlines for project completion.
4. The Contractor shall be fully responsible for obtaining at the Contractor's cost, all necessary permits and licenses as required by City of Battle Creek.
5. The awarded Contractor shall be responsible for completion of each item specified in this work specification. Any changes shall be authorized only by the initiation of and execution by the CCLBA and the Contractor in a formal CHANGE ORDER. Approved Change Order must be approved by CCLBA Executive Director prior to any work.
6. The Contractor shall verify, on the job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting this bid. There will be no Change Orders to prices based on mistaken quantity count, measurements or dimensions.
7. The Contractor shall immediately notify (verbally and in writing) the Property & Project Coordinator of any discrepancies on the plans, working drawings, work specifications, and measurements or dimensions. The Contractor shall be held responsible for all such verifications as previously stated.
8. The Contractor shall provide and install all necessary bracing to support and maintain the existing construction in a safe and undamaged condition throughout all phases of demolition, construction and/or reconstruction.
9. The Contractor shall take any and all precautions necessary to ensure that fixtures and materials, which are temporarily removed during any phase of construction, are protected from damage, vandalism and/or theft. Damage to property caused by the Contractor or his/her negligence shall be repaired or replaced by the Contractor at his/her own expense.
10. There have been no soil tests taken on this site pertaining to structural loads and, therefore, the CCLBA is not warranting, guaranteeing, or taking any responsibility regarding the bearing capacity of the soil and whether or not it is sufficient to support the structure or design.
11. Color(s), type, model, style, finish and manufacturer of all materials, and all other products used in the rehabilitation work shall be approved and/or selected by the CCLBA, and shall be standard in nature unless approved by the CCLBA.
12. The discarded roofing, debris, and other construction debris shall be removed from the work areas daily and disposed of properly. The property shall be left in a clean and safe condition at the completion of the job.
13. No work shall commence until a **NOTICE TO COMMENCE** is provided by the CCLBA to Contractor.
14. All work completed on job site is to be per manufacturer's specifications and Standard Trade Practice.
15. If plans are required for the project, the Contractor shall furnish all required plans, not furnished by the CCLBA, and all required engineering.
16. The selected Contractor will participate in a Pre-Construction Conference with the CCLBA, and will be expected to complete all work (lead related or basic rehabilitation) in the time frames agreed upon.
17. **Lead and Asbestos Statement**
    a. If needed, all lead evaluations and associated reports performed, including inspection, risk assessments, hazard screens, and clearance exams, must comply

with Part III Environmental Protection Agency 40 CFR Part 745 "Lead; Identification of Dangerous Levels of Lead; Final Rule", dated Friday, January 5, 2001 & Part XI Environmental Protection Agency 40 CFR part 745 "Lead; Requirements for Lead-based Paint Activities in Target Housing and Child-occupied Facilities; Final Rule", dated Thursday, August 29, 1996. The CCLBA reserves the right to reject any lead evaluation or report that does not appear to comply with Environmental Protection Agency 40 CFR Part 745 Regulations.

b. CCLBA will be responsible for lead and asbestos abatement assessments, clearances or other examinations, if necessary.

c. See Appendix G for detail on lead related work.

Pre-bid Meeting (Mandatory): Will be held **Wednesday, December 16, 2015 at 9:00am** at 253 McKinley Ave N., Battle Creek.

Written Reports: Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for payment and use by the CCLBA. *These reports shall include a full unconditional lien waiver from all major suppliers and subcontractors, sworn statement as well as confirmation that the local building permit has been finalized (e.g. approved).* Payment will not occur until staff receives all required documents, and final payment will not occur until confirmation of the finalized permit.

Review of Project Evaluation Reports: In preparation for bidding, Respondents are to review the following reports prior to bidding. Reports are considered part of the project and the RFP.

- City of Battle Creek Safety Inspection Report
- Combination Lead Based Paint Inspection and Lead Risk Assessment Survey
- Asbestos Assessment Survey

Hard copies of the reports will be available at the pre-bid meeting and/or electronically from the Property & Project Coordinator at **arobinson@calhouncountymi.gov**.

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 Calhoun County's online registration database. If you have any questions, you can contact Property & Project Coordinator, Amy Rose Robinson 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 parts of the project 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 select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s) for services in order to ensure timely completion of the requested services.

THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. **Letter of Interest containing the following (see sample Appendix B):**
    a. Name of lead firm and any subcontractors as well as relevant contact information (including email address).
        i. Names and contact information of all persons with an ownership interest in said organization.
    b. Description of organization (e.g. Sole Proprietorship, Corporation, Limited Liability Company, or Joint Venture)
    c. A summary of the qualifications of the Respondent and team
        i. Years of experience in providing specified services
        ii. Identification of Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) or Section 3 (see Appendix E) enterprise; if applicable, separately include supporting documentation.
    d. Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.
2. **Submit one of the following:**
    a. Certificate of Good Standing for Corporations Companies issued by the Michigan Secretary of State; or
    b. Certificate of Existence for Limited Liability Companies issued by the Michigan Secretary of State; or
    c. Certificate of Good Standing or Certificate of Existence for Joint Ventures; or
    d. "Doing Business As" documentation and certificates for all other types of businesses.
3. **Evidence of Insurance:** Commercial General Liability with limits not less than $2,000,000; Workers Compensation and Employers Liability with limits not less than $500,000; and Automobile Liability with limits not less than $1,000,000 per occurrence. The selected Contractor shall agree to indemnify and hold harmless the CCLBA, Michigan State Housing Development Authority, U.S. Department of Housing and Urban Development, and its officers, agents, and employees from any and all claims, causes, or actions, and damages of any kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the CCLBA, MSHDA, HUD, or its officer, agents, or employees in connection with said 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. **Pricing Proposal** (see Appendix A)
5. **A copy of Respondent's Department of Energy, Labor & Economic Growth's Electrical Contractor License issued by the State Plumbers Board.**
6. **A copy of documentation showing the employees working on these projects have received training in environmental concerns related to lead based paint**

7. **Three References and project overview for similar agencies for which you have done similar work** (see Appendix C)
8. **Non-Collusion Affidavit** (see Appendix D)
9. **Experience providing required services and experience** (see Appendix F)
10. **Lead Based Paint Stabilization General Requirements** (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, MBE/WBE/Section 3 status, and costs that are being proposed by the Respondent. Proposals should provide a straightforward, concise description of the proponent's capabilities to satisfy the requirements of the RFP. The following Evaluation Criteria will be considered in reviewing submittals (see Appendix E):

Experience in providing the requested service
Pricing (Appendix A)
Qualifications
Location of Business
Section 3 Certification or MBE/WBE

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 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 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 at **www.calhouncountymi.gov** or through the Calhoun County Purchasing Department at 315 W Green Street, Marshall, MI 49068, or via phone at 269-781-0981.

B. **Terms of Contract**

Any contract awarded pursuant to this RFP solicitation shall be effective until awarded projects are completed. All contracts made by the successful applicant with subcontractors shall be covered by the terms and conditions of the contract which will incorporate this RFP and any response by applicants.

Applicants must submit a work plan/schedule demonstrating how they will meet the deadline to complete the work. The successful applicant shall contractually require their subcontractors to comply with these terms and conditions.

C. **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.

D. **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 570.604 – Environmental Review
24 CFR 570.605 – National Flood Insurance Program
24 CFR 570.606 – Displacement, Relocation and Acquisition
24 CFR 570.607 – Lead Based Paint
24 CFR 570.609 – Debarred, Ineligible or Suspended Contractors
24 CFR 570.611 – Conflict of Interest
24 CFR 85.36 – Procurement
Executive Order 11246

RFP SUBMITTAL GUIDELINES

SELECTION PROCESS

The Selection Committee comprised of the CCLBA staff, 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 Monday, December 21, 2015.** Written answers will be provided to all potential applicants via email and posted on the Calhoun County website (www.calhouncountymi.org) by **5:00pm Tuesday, December 22, 2015**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on January 6, 2016. The prevailing clock shall be www.time.gov. **Three (3) unbound hard copies** of the proposal response are required. Submission must be delivered in sealed envelope labeled on the exterior with the following: proposal number, proposal name, proposal due date and time, and your firm's name. Submissions are to 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 in three (3) unbound copies

- ☐ RFP Submittal Requirements Checklist (complete Respondent section)
- ☐ Letter of Interest (see sample Appendix B)
- ☐ Certification Form Note
- ☐ 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
- ☐ Pricing Proposal (Appendix A)
- ☐ A copy of Respondent's "Department of Energy, Labor & Economic Growth's' Electrical Contractor License issued by the Electrical Administrative Board
- ☐ A copy of Respondent's lead certification training, if applicable.
- ☐ Three References and accompanying project information (Please see and complete Appendix C)
- ☐ Non-Collusion Affidavit (Please complete Appendix D)
- ☐ W-9 (Please complete Appendix E)
- ☐ Lead Based Paint Stabilization Requirements (Please complete Appendix G), if applicable.

Respondent name: _____

Company name: _____

Date submitted: _____

APPENDIX A – Pricing Proposal

Electrical Services – 253 McKinley N, Battle Creek

COST

Permit

1. Obtain all necessary permits and licenses as required by the City of Battle Creek Building Inspections Division. Furnish copies of all final permits with final invoice (applicable Electrical permit), to the Property & Project Coordinator at CCLBA.

$_____

UPCS Key - All line item deficiencies need to be addressed in the order of severity according the following key:

Level (3) – Most severe condition must be first before commencing work on lower severity levels.
Level (2) – Severe to be completed after level 3 has been completed and before level 1 deficiencies.
Level (1) – Not severe common deficiencies will be addressed when other levels are complete.

Work Specification

Basement - Electric Panel – Level (2)

1. Identify and mark circuit breakers in panel box.

$_____

Basement - Level (3)

1. Install GFCI outlet near laundry hook-up to Code.

$_____

Bathroom – Level (3)

1. Install GFCI outlet near sink to Code.
2. Provide and install wiring for installation to acceptbath vent by mechanical contractor (Whisper Green Select DC motor, fan (no light), pre-installed multi-speed with time delay model #FV-05-11VKS1)

$_____

Kitchen – Level (3)

1. Install GFCI outlet near sink to Code.

$_____

Bedroom 2 – Level (3)

1. Install one outlet to Code to fulfill two outlets per room requirement.
2. Use decorative/paintable conduit to install, if necessary.

$_____

Total Price Proposal **$_____**

APPENDIX B – Sample Letter of Interest

Sample Letter of Interest:

January 1, 2015

Calhoun County Land Bank Authority
315 W Green St.
Marshall, MI 49068

RE: Letter of interest

Dear CCLBA,

We are interested in the RFP XX-CCLBA-2015 for Electrical services at 189 Every St., Battle Creek.

Our company is located at:
ABC Electrical
123 Main St., Battle Creek, MI 49014
Calhoun County

We are a limited liability corporation (LLC) or Michigan corporation established in 2006 and licensed Electrical firm since 2006 (9 years). If you are a partner organization name the parent company here. How many staff members and or crews of licensed staff working on the project may be stated here. The principal partners/owner of our company are Jo and Joe Smith. If you are a Section 3 certified business concern, small-, minority- or women-owned business enterprise state that here.

Our principal contacts for this RFP will be Jeff Smith and he has been authorization to sign on behalf of ABC Electrical Co. for details that pertain to this project. His contact information; email **jo.doe@abcElectrical.com** or cell phone 269-555-5555.

Sincerely,

Jo Doe
Owner, ABC Electrical

APPENDIX C - 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 D – 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 _____, 2015 in _____ County, Michigan.

(seal)

_____

_____, Notary Public

Acting in _____ County, Michigan

My Commission Expires: _____, 20___

APPENDIX E – W-9

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): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security 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.

Cat. No. 10231X Form **W-9** (Rev. 1-2011)

APPENDIX F – Section 3 Clause

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

AFFIDAVIT OF CONTRACTOR CONCERNING
SECTION 3 COVERED CONTRACTS IN EXCESS OF $100,000

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

The undersigned being first duly sworn, deposes and says as follows:

1. That the undersigned is the authorized representative of the Contractor.

2. That the Contractor understands that this affidavit pertains to a Section 3 Covered Contracts.

3. That the Contractor has reviewed the following clauses, understands the same, and further understands that they are applicable to all Section 3 Covered Contracts:

A. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment

opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to the contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

4. Contractor will abide by the provisions set forth above.

Further, deponent saith not.

_____

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

On this ____ day of _____, 2015, before me personally appeared _____, who made oath that he has read the foregoing Affidavit of Contractor Concerning Section 3 Covered Contracts**,** by him subscribed, and that the same are true of his own knowledge except those matters herein stated on information and belief and to those matters he believes them to be true.

_____
* , Notary Public
State of Michigan, County of _____
My Commission Expires: _____

APPENDIX G – Evaluation and Scoring

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

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

1. Experience in Electrical service

Two (2) to four (4) years of experience	10 Points
Five (5) or more years of experience	20 Points

2. Experience working with Federal or State grants

Previous NSP2, HOME, or CDBG grant projects	5 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 Calhoun County, MI	10 Points
Principal Business Office Located within 50 mile of Calhoun County, MI	5 Points

5. MBE/WBE/ Section 3

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

6. Project Scheduling

Project completed by March 15, 2016	5 Points

APPENDIX H – Lead Based Paint Stabilization General Requirements

Paint stabilization:

Repair any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint. Persons performing paint stabilization must be trained or supervised in accordance with the requirements at 24 CFR.35.1330 (a) (4), which states that a person performing interim controls must be trained in accordance with 29 CFR 1926.59 which is a training requirement of the Occupational Safety and Health Administration, and such persons must either be supervised by an individual certified as a lead based paint abatement supervisor, or have successfully completed one of the following courses:

1. A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225
2. A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225
3. The lead-based paint abatement Maintenance Training Program, "Work Smart, Work Wet and Clean to Work Lead Safe," prepared by the National Environmental Training Association for EPA and HUD.
4. "The Remodeler's and Renovator's Lead Based Paint Training Program," prepared by HUD, based on a course developed by the National Association of Remodeling Industry.
5. Any other courses approved by HUD for this purpose. An approved course list can be downloaded from **http://www.hud.gov/lead**.

Prohibited Methods of Paint Removal:

1. Open flame burning or torching.
2. Machine sanding or grinding without high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without (HEPA) local exhaust control.
4. Heat guns operating above 1100 degrees Fahrenheit or heat guns or other means, which char the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within one foot (0.3 meters) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. meters) in any one interior room or space, or totaling more than 20 sq. ft. (2 sq. meters) on exterior surface.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is hazardous substance under the regulations of the Consumer Product Safety Commission.

Safe Work Practices:

1. Prohibited methods of paint removal shall not be used.
2. Occupants and their belongings shall be protected.
3. After hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products and devices that are successful in cleaning dust lead hazards, such as a HEPA vacuum or other methods of equivalent efficacy and lead-specific detergents or equivalent.
4. Safe work practices are not required, and clearance examinations and clearance reports are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than de minimus levels, stated as:
   a. 20 sq. ft. (2 sq. meters) on exterior surfaces.
   b. 2 sq. ft. (0.2 sq. meters) in any interior room or space; or
   c. 10 percent of the total surface area on an interior or exterior type of component with a small surface area; examples include window sills, baseboard and trim.

Clearance:
An examination conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no settled dust lead hazards exist in the dwelling unit or worksite. The clearance examination process includes visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of a report.

Clearance examinations must be performed in accordance with 24 CFR 35.1340, which states that clearance must be performed following interim controls, paint stabilization, standard treatments, ongoing lead-based paint maintenance or rehabilitation, unless the work performed is below the de minimus levels specified at 24 CFR 35.1350 (d). Persons conducting clearance examinations must meet the qualifications set forth in 24 CFR 35.1340 (b) (1). The following personnel are qualified to conduct clearance examinations:

1. A Certified Risk Assessor
2. A Certified Lead Based Paint Inspector
3. A technician licensed or certified by EPA or a state or tribe to perform clearance examinations.
4. An uncertified person who has successfully completed a training course for clearance technicians that was developed or accepted by the EPA or a state or Indian tribe and that is given by a training provider accredited by EPA or state or Indian tribe, provided a Certified Risk Assessor or a Certified Lead Based Paint Inspector approved the work of the clearance technician and signs the report of the clearance examination.
5. Clearance examinations shall be performed by persons or entities independent of those performing hazard reduction or maintenance activities.
6. The 2012 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, chapter 15, states: The Clearance Examiner must not be paid or employed, or otherwise be compensated by the lead hazard control contractor and should have no vested interest in seeing that the job is completed on schedule.

Respondent has reviewed the above requirements by signing below.

_____ _____

Respondent signature Date