

Calhoun County Land Bank Authority & Treasurer

Request for Proposals: Environmental Assessment 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, CDBG Homeowner Rehabilitation Program and general CCLBA and Treasurer projects.

RFP NUMBER: #10-CCLBA-2016

DATE ISSUED: October 25, 2016

DATE DUE: November 8, 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 – 269-781-0859

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REQUEST FOR PROPOSALS: ENVIRONMENTAL ASSESSMENT SERVICES

BACKGROUND

This Request for Proposals (“RFP”) is being issued by the Calhoun County Land Bank Authority (CCLBA) for environmental assessment services on identified grant funded project sites as well as for general projects funded by the CCLBA and Treasurer. The CCLBA owned, and in some instances Calhoun County Treasurer owned, project sites (see Appendix A) are being demolished or rehabilitated through grant or general CCLBA funds; this RFP also covers future project sites, which have not been identified yet. The grants are as follows (see *Other Aspects to Consider [C & D]*) below for additional information):

1. Michigan Homeowner Assistance Nonprofit Housing Corporation (MHA) in conjunction with Michigan State Housing Development Authority (MSHDA) and Help for the Hardest Hit Blight Elimination Program (H4HH) – Project sites in Cities of Albion and Battle Creek, Emmett and Bedford Townships, Village of Homer; staff from CCLBA will provide project management and contract oversight
2. **Calhoun County Homeowner Rehabilitation Program Community Development Block Grant (CDBG)** – Project sites throughout Calhoun County; staff from the Treasurer’s office will provide project management and contract oversight.

The CCLBA invites the submission of proposals from certified asbestos and environmental hazard inspectors to provide asbestos, hazardous materials, and lead inspections prior to demolition or rehabilitation of structures and clearance services after the abatement of environmental hazards as needed. Projects funded under MHA, MSHDA, H4HH (see Section 1 in Appendix A) will require asbestos and hazardous material inspections. Other projects, including the homeowner rehabilitation projects funded through CDBG are expected to require lead assessment and may also require clearance testing. 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: October 25, 2016

Questions Due: November 1, 2016 at 5:00 pm

Answers Available: November 2, 2016 at 5:00 pm

Proposal Due Date: November 8, at 3:00 pm

Tentative Award Date: November 18, 2016

SCOPE OF WORK/DELIVERABLES

The CCLBA seeks sealed proposals from Respondents to provide environmental assessments including asbestos, hazardous materials (e.g. tires, mercury thermometers) and lead prior to the demolition or rehabilitation of structures, and clearance services as needed. Please note, project sites may change during



the course of this contract. All respondents must possess the necessary qualifications to provide these services. Project sites are owned by the CCLBA, or in some instances the Calhoun County Treasurer, and will be foreclosed, abandoned or blighted properties in various states of disrepair. For the Calhoun County Homeowner Rehabilitation Program, homes are privately owned, owner-occupied residences.

OTHER INFORMATION RELATED TO BID WORK:

1. **ASBESTOS CONTAINING MATERIALS INSPECTION & ASSESSMENT:** Inspections shall be performed by conducting surveys of existing buildings and collecting samples. The sample analysis, identification and quantification of asbestos contamination in bulk or air samples, on site or in the laboratory, shall also be performed. Inspections, analysis, identification and quantification of asbestos work shall be conducted utilizing and complying with OSHA, MIOSHA, NIOSHA, MDPH, and EPA approved methods.
2. **HAZARDOUS MATERIALS INSPECTION & ASSESSMENTS:** Inspection shall be conducted simultaneously with the asbestos survey, and results shall be included as part of that same survey. Surveyed items should include tires, mercury thermostats, unidentified barrels, fuel tanks, and similar materials. In most cases, hazardous material inspections shall be conducted simultaneously with the asbestos assessment, and results shall be included in the environmental assessment report. Inspections shall be in compliance with all applicable regulations and requirements.
3. **LEAD BASED PAINT INSPECTIONS, LEAD ASSESSMENTS, & CLEARANCES:** Inspections for lead-based paint, as stated in Federal Regulations 24 CFR Part 35.132(a), shall be performed in accordance with the methods and standards established by the State of Michigan

The Contractor is to perform a lead inspection which tests all painted surfaces inside and outside of the main structure and all accessory structures (garages, sheds, fences, etc.) to determine if lead is present. A report shall list the areas tested and whether lead was found. The Contractor performs risk assessment tests for the presence of lead-based paint hazards that can be in the form of paint, dust, and soil. A report shall indicate the location of the types of lead hazards and ways to remediate or address them. The Contractor may be asked to perform a "Final Clearance Examination" which shall be performed by a certified person meeting the clearance levels in accordance with the current U.S. Department of Housing and Urban Development (HUD) and/or the State of Michigan or those standards set forth by the EPA at 40 CFR 745.227(b), whichever is more stringent shall apply.

4. **WRITTEN REPORTS:** The Contractor shall be responsible for preparing or causing to have prepared reports for the approval and use by the CCLBA or Treasurer. Reports shall contain complete and accurate measurement of all structural interior rooms and exterior elevations, as well as calculations of square footage or linear footage of material found and recommendations for removal. Digital photographs of interior and exterior of each structure shall be provided upon request.

Inspection reports are due within seven (7) working days following completion of field activities, unless otherwise arranged. The original report shall bear the signature of the certified inspector along with his/her credentials and shall include purpose, summary, conclusion, recommendations, summary of plan data, field notes, methodologies, sample data sheets, laboratory reports, photographs, structure diagrams and any other appropriate data.

5. **WORK REQUEST RESPONSE:** Contractors shall begin field inspection within 72 hours after notification from the Calhoun County Land Bank Authority unless directed otherwise. In addition, should either the CCLBA or similar agency need clarification of a material or amount during the abatement process, the Contractor shall respond within 48 hours by re-inspecting site and providing a written confirmation/clarification within 72 hours.

THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. **Letter of Interest containing the following:**
 - 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. 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 MBE/WBE or Section 3 (see Appendix B) 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, Treasurer, Michigan Homeowner Assistance Nonprofit Housing Corporation, Michigan State Housing Development Authority and Help for the Hardest Hit Blight Program, and U.S. 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.

4. **Work Plan including the following:**
 - a. Proposed schedule and work plan to accomplish all asbestos reports for grant funded projects within 12 months of award.
 - b. Projects for the MHA/MSHDA/H4HH will be issued in groups of approximately 20 properties. Reports will be due one month from the date of issue of the “group.”
 - c. Section 3 plan for grant funded work, if applicable. This applies only to CDBG Homeowner Rehab Program.
5. **Affidavit of Contractor Concerning Section 3 Covered Contracts in Excess of \$100,000** (Appendix B)
6. **Budget & Pricing Proposal** (see Appendix C)
7. **Evidence of State Licenses and/or certifications.**
8. **Three References and project overview for similar agencies for which you have done similar work** (see Appendix D)
9. **Non-Collusion Affidavit** (see Appendix E)
10. **Experience providing required services and experience with Federal/State grants** (see Appendix F)

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 F):

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

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, Treasurer or any respondents. The CCLBA, Treasurer and Calhoun County reserves the right, in its sole discretion, to amend, suspends, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the CCLBA and/or Treasurer 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 for grant funded projects shall be effective until projects are completed; for general CCLBA funded projects the contract shall be in effect for twelve (12) months with the option for renewal for two subsequent twelve (12) month periods at the discretion of the CCLBA. 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. Selected participants in the Hardest Hit Blight Elimination Program will be funded by MHA received from U.S Department of Treasury.

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.

2. **Calhoun County Homeowner Rehabilitation Program Community Development Block Grant (CDBG)** – The Calhoun County Treasurer administers the funds for the assistance to income qualified homeowners for rehabilitation of owner-occupied homes throughout Calhoun County. Funding will rehabilitate homes to Uniform Physical Conditions Standards. Grant award includes; five (5) projects for minor home rehab and nine (9) for emergency home repair. The minor home repair projects are up to \$35,000 and will include lead abatement conditions that are cited in the lead risk assessment/paint inspections for the homes.

Award for Calhoun County was awarded \$289,100; \$245,000 for project costs for both minor rehab and emergency home repair.

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 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 – Equal Employment and Housing Opportunity

RFP SUBMITTAL GUIDELINES

SELECTION PROCESS

The Selection Committee comprised of the CCLBA and Treasurer 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.

The CCLBA and Treasurer reserve 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 and Treasurer reserve 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 and the Treasurer. The CCLBA and Treasurer reserve the right to select more than one responsible Respondent.

QUESTIONS

Written questions must be submitted via email to arobinson@calhouncountymi.gov by **5:00pm Tuesday, November 1, 2016**. Written answers will be provided to all potential applicants via email and posted on the Calhoun County website (www.calhouncountymi.org) by **5:00pm Wednesday, November 2, 2016**.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3:00pm (local time) on Tuesday, November 8, 2016. 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. Each Respondent must submit **THREE UNBOUND** copies of its proposal. Hard copies 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

- RFP Submittal Requirements Checklist
- 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
- Work Plan
- Budget & Pricing Proposal (Complete Appendix C)
- State Licenses or certifications for employees that will be assigned to this work
- Section 3 Clause (Please see and complete Appendix B)
- Three References and accompanying project information (Please see and complete Appendix D)
- Non-collusion Affidavit (Please see and complete Appendix E)
- Executive Order – Equal Opportunity Clause (Please see and complete Appendix F)

Respondent name: _____

Company name: _____

Date submitted: _____

DUNS number: _____

APPENDIX A

Sample Project List

Demolition Projects – Sample List (Asbestos & hazardous materials assessments needed)			
Parcel Number	Address	Local Unit	Grant Funding
04-400-019-00	62 Coolidge Ave W	Bedford Charter Twp	MHA H4HH
04-410-030-00	70 Saratoga Ave	Bedford Charter Twp	MHA H4HH
10-590-005-00	46 Lourim Ct	Emmett Charter Twp	MHA H4HH
10-180-053-00	126 Culbertson Ave	Emmett Charter Twp	MHA H4HH
43-120-240-00	110 Clay S	Homer Village	MHA H4HH
43-120-063-00	106 Everett E	Homer Village	MHA H4HH
51-011-642-00	718 Albion St N	City of Albion	MHA H4HH
51-006-925-00	315 Mechanic St	City of Albion	MHA H4HH
5350-00-060-0	67 Chestnut St	City of Battle Creek	MHA H4HH
1870-02-009-0	101 Grenville St	City of Battle Creek	MHA H4HH
3260-00-039-0	122 Meachem Ave	City of Battle Creek	MHA H4HH
7490-00-077-0	84 Riverview Ave	City of Battle Creek	MHA H4HH
Homeowner Rehabilitation Project - Example			
17-260-003-02	10920 I Dr S	Ceresco	CDBG HO Rehab

APPENDIX B

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 _____, 2016, 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 C

Budget and Pricing Proposal

Asbestos Assessment Services	
Cost Asbestos Assessment & Hazardous Material Report	\$_____ Price per Report _____ # of Samples Included in Price
Asbestos Clearance	\$
Cost For Additional Samples	\$
<i>Average number of samples taken per project:</i>	
<i>Average cost of report per past 50 reports conducted:</i>	
Environmental Hazard Assessment Services	
Cost of Hazardous Materials Inspection & Report Only	\$
Lead Services	
Lead Based Paint Inspection & Report	\$
Lead Risk Assessment & Report	\$
Clearance (Including Dust Samples, Interior)	\$
Clearance (Visual Inspection Only, Exterior)	\$
Other or Combined Expenses	
Combination Lead Based Paint Inspection & Lead Risk Assessment Report	\$_____ Price per Report _____ Number of Samples Included in Price
Other Costs	



APPENDIX D

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 E

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer 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 _____, 2014 in _____ County, Michigan.



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

APPENDIX F
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 courtr5ies, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. (Required)

Contractor

Date

EQUAL OPPORTUNITY EMPLOYER AND EQUAL HOUSING OPPORTUNITY



APPENDIX G

In evaluating responses to this Request for Proposal, CCLBA and Treasurer 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. The point system is to evaluate the experience and capacity of the Respondent:

1. Experience in providing Asbestos inspection and clearance services

Four (4) or more years providing inspection and clearance services	5 Points
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2. Experience in providing hazardous materials inspection and clearance services

Four (4) or more years providing inspection and clearance services	5 Points
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3. Experience in providing Lead inspection and specification writing services

Four (4) or more years providing inspection and clearance services	5 Points
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4. Experience working with Federal or State grants

Previous MHA (MSHDA) Hardest Hit Blight Elimination funds, Homeowner Rehab CDBG grant projects, NSP2, HOME	5 Points
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5. Demonstrated ability to efficiency and effectively complete projects for the MHA/MSHDA/H4HH Grant funded projects – Environmental assessments for demo

Complete all projects within 12 months of award	10 Points
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6. Pricing Proposal

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

7. Local Preference

Principal Business Office Location within Calhoun County, MI	10 Points
Principial Business Office Located within 50 miles of Calhoun County, MI	5 Points

8. Section 3/MDE/WBE – CDBG Homeowner Rehab Program only

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