

Calhoun County Homeowner Rehabilitation Program – Calhoun County Treasurer

**Request For Proposal for General Contracting Services – 454 Marie St, Battle
Creek (Bedford Township)**

For grant funded project: CDBG (MSHDA) Homeowner Rehabilitation and Emergency Home
Repair Program

RFP NUMBER: RFP #02-TR-2016

DATE ISSUED: October 24, 2016 (Amended 11/1/2016)

DATE DUE: November 7, 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

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REQUEST FOR PROPOSAL: GENERAL CONTRACTING SERVICES

BACKGROUND

This Request for Proposal (RFP) is being issued by the Calhoun County Homeowner Rehabilitation Program administered by the Calhoun County Treasurer (County) for General Contracting services at privately owned, owner-occupied property at 454 Marie St, Battle Creek in Bedford Township.

This project will be funded by the following grant:

- **Community Development Block Grant (CDBG) through MSHDA** – Minor Rehab and Emergency Home Repair program for income-qualified homeowners in Calhoun County (excluding the city limits of Battle Creek). Funding provided through a loan to the homeowner for rehab/repair work on their principal residence.
 - i. Calhoun County Treasurer is the lead grantee

The County invites the submission of proposals from licensed Building contractors to provide services to home at 454 Marie St. Licensed and insured companies with demonstrated experience and qualifications in this area and an interest in making their services available to the Calhoun County are invited to respond to this RFP.

IMPORTANT DATES

RFP Issue Date: October 24, 2016

Pre-Bid Meeting (mandatory): Friday, October 28, 2016 9:00am

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

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

Proposal Due Date: November 7, 2016 at 3:00pm

Tentative Award Date: November 15, 2016

Project Completion: December 18, 2016

SCOPE OF WORK

The County seeks proposals from Respondents to provide labor and materials to perform general contracting services at 454 Marie St in compliance with all applicable ordinances and codes of Bedford Township. The project overview will be to replace the roof that is failing and repair interior ceilings for homeowner.

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. The contract for the work will be between the Contractor and the Homeowner of the home.
2. All construction work shall be performed in accordance with State of Michigan, International Building Codes and the municipality/city/township inspection requirements.
3. All construction work shall be inspected and approved by Local Inspections and County staff members.
4. Contract work will commence immediately upon contract signing in order to meet deadlines for project completion.
5. The Contractor shall be fully responsible for obtaining at the Contractor's cost, all necessary permits and licenses as required by Local Inspection Department.
6. 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 County and the Contractor in a formal CHANGE ORDER. Approved Change Order must be approved by County Treasurer or authorized representative prior to any work.
7. 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.
8. 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.
9. 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.
10. 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.
11. There have been no soil tests taken on this site pertaining to structural loads and, therefore, the County 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.
12. 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 Homeowner, and shall be standard in nature unless approved by the County and Homeowner.
13. 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.
14. No work shall commence until a **NOTICE TO COMMENCE** is provided by the County to Contractor.
15. All work completed on job site is to be per manufacturer's specifications and Standard Trade Practice.
16. If plans are required for the project, the Contractor shall furnish all required plans, not furnished by the County, and all required engineering.
17. The selected Contractor will participate in a Pre-Construction Conference with the County and Homeowner, and will be expected to complete all work (lead related or basic rehabilitation) in the time frames agreed upon.
18. **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 County 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. County will be responsible for lead and asbestos abatement assessments, clearances or other examinations, if necessary.

c. Any clearance examinations not passed at the first inspection, the Contractor will be responsible for correcting and cost for follow-up examinations.

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

Pre-bid Meeting (Mandatory): Will be held Friday, October 28, 2016 at 9:00am at 454 Marie St, Battle Creek located in Bedford Township.

Written Reports: Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for payment and use by the County. *These reports shall include approval from Homeowner, 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 County 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 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 Property & Project Coordinator, Amy Rose Robinson arobinson@calhouncountymi.gov.

The County reserves the right to increase or decrease the specification of the project 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 County 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 County 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 County. The County 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.

POST AWARD REQUIREMENTS:

Selected bidder must submit the following required documents to County upon award of project, prior to formal acceptance and contract execution. Required documents include the following:

1. **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 County, 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 County, or its officer, agents, or employees in connection with said contact.

Additional Insured – Calhoun County shall be added as an additional insured with the following language: “Additional Insured: County, 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.”

2. **Copy of State of Michigan Builders License.**
3. **Certificate of Good Standings from Michigan Department of Licensing and Regulatory Affairs** or one of the following:
 - a. Certificate of Existence for Limited Liability Companies issued by the Michigan Secretary of State; or
 - b. Certificate of Good Standing or Certificate of Existence for Joint Ventures; or
 - c. “Doing Business As” documentation and certificates for all other types of businesses.
4. **Lead Abatement Certifications for all staff working on the project if applicable.**
5. **Asbestos Abatement Certifications for all staff working on the project, if applicable.**
6. **References for three recent projects** - private, municipal or commercial customers; preferably residential rehab specifications performed.
7. **Section 3 Certification forms.**

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 Services
- 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 County or any Respondents. The County 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 County 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 County 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 County. 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 County has adopted [Purchasing Policies and Procedures for the Procurement Process](#) available online at www.calhouncountymi.gov or through the 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 staff from the Calhoun County Treasurer's office and Calhoun County Purchasing Department 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, 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 Monday, November 7, 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 County 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 (complete Respondent section) – check all documents
- Certification Form Note - Sign
- Pricing Proposal (Appendix A) - Complete
- Non-Collusion Affidavit (Please complete Appendix B) – Sign and notarize.
- W-9 (Please complete Appendix C) - Complete
- Section 3 Clause (Please complete Appendix D) - Sign
- Debarred & Suspended Statement (Please complete Appendix F) - Sign
- Lead Based Paint Stabilization (Please complete Appendix G) - Sign
- Calhoun County – Equal Opportunity Clause (Please complete Appendix H) - Sign

Respondent name: _____

Company name: _____

Date submitted: _____

DUNS number: _____

APPENDIX A – Pricing Proposal & SPECIFICATIONS

General Contracting Services – 454 Marie St, Battle Creek (Bedford Twp)

Permit

COST

1. Obtain all necessary permits and licenses as required by the Local Inspections Division for Bedford Township. Furnish copies of all final permits with final invoice (applicable Mechanical, Plumbing, Electrical, and Building permit), to the Property & Project Coordinator at the County.

\$ _____

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 SPECIFICATIONS

EXTERIOR

Replace entire roof – House and Garage – Level (3)

1. Remove and dispose of shingles, drip-edge, flashings and any other attachment to original decking. Repair or replace any broken, rotten and/or deteriorated framing and sheathing/decking for installation of architectural shingles.

2. Install ice and water shield to all eave edges (minimum 2' into heated areas) and valleys. Remaining underlayment shall be 15# felt or greater. Provide and install new drip edges to all eaves and rakes. New flashing are to be installed at all wall lines, chimneys, vents and any other areas that require this application, including flashing boots on all vent pipes.

3. Remove loose bricks on rear chimney for safety purposes. Remove chimney below eave. Match soffit/fascia and finish over hang from soffit and roof line.

4. Install lifetime warranty architectural shingles manufactures by CertainTeed, Owens Corning or approved equal. Contractor is responsible for verifying all measurements and quantities within this specification. Keep all warranty information for CCLBA and present with final paperwork. **Verify color and style with Homeowner**

\$ _____

Downspouts – Level (2)

1. Install downspouts to existing gutters to shed water away from foundation.

2. Homeowner has some provided materials for this line item, use if possible. If not, supply materials that are needed to complete.

3. Bracket gutters to fully attach, where needed. (Homeowner to clean prior to reinstall)

\$ _____

INTERIOR

Repair ceilings – bathroom – Level (2)

1. Repair ceilings in bathroom where roof failed. Install drywall; tape, mud, sand.

2. Paint primer on ceiling

\$ _____

3. Apply ceiling paint to area.

4. Use Repair, Renovate and Paint RRP methods for lead for area.

Total Price Proposal \$ _____



Project Specification Questions:

Please answer the following questions by circling the correct answer:

- | | | |
|---|-----|----|
| 1. Is your company a Certified Section 3 Contracting Firm? | Yes | No |
| 2. Is your company a Minority Business Enterprise? | Yes | No |
| 3. Is your company a Woman Business Enterprise? | Yes | No |
| 4. If contract were signed on November 18, 2016, could you complete the project by December 18, 2016? | Yes | No |

APPENDIX B – 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, 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.



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



APPENDIX C – W-9

Form (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.																		
Name (as shown on your income tax return)																				
Business name/disregarded entity name, if different from above																				
Print or type See Specific Instructions on page 2.	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> <th colspan="9" style="text-align: left; font-size: small;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
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Employer identification number																				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																				
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 D – 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: _____

Yes, my business is a qualified Section 3 firm as of _____ (date).



APPENDIX E – Evaluation and Scoring

In evaluating responses to this Request for Proposal, County 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 General Contracting Services

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

2. Experience working with Federal or State grants

Previous NSP2, HOME, or CDBG grant projects	5 Points
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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	5 Points
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5. MBE/WBE/ Section 3

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

6. Project Scheduling

Project completed by December 18, 2016	5 Points
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APPENDIX F – DEBARRED/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 G – 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.

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

APPENDIX H – 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 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

