Kalamazoo County Land Bank Authority

Request for Proposals: General Contractor for 1207 Hays Park Kalamazoo MI, 49001

For grant funded and general projects, include the following: Local Philanthropy

RFP NUMBER: 08-KCLBA-2026

DATE ISSUED: Nov 12, 2026

DATE DUE: Dec 1, 2026
Submitted by 3pm

Para una versión en Español, por favor contactar a Travis Meier – travis.meier@kalamazoolandbank.org
Gracias.

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e. Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest 7

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2. Submit one of the following 7

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 KCLBA, ... 7

a. Additional Insured – The KCLBA must be added as an additional insured with the following language: "Additional Insured: KCLBA, 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." 7

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REQUEST FOR PROPOSALS: GENERAL CONTRACTOR 1608 JAMES STREET REHABILITATION

BACKGROUND

This Request for Proposals ("RFP") is being issued by the Kalamazoo County Land Bank Authority (KCLBA) for General Contractor services on identified project site, 1207 Hays Park. The KCLBA owned project site (see Appendix I) is being Rehabilitated through grant and private funding; all projects will be managed by the KCLBA.

The KCLBA invites the submission of proposals from a certified general contractor to provide rehabilitation work and site restoration services for 1207 Hays Park in Exhibit A. Licensed companies with demonstrated experience in this area and an interest in making their services available to the KCLBA are invited to respond to this RFP.

All documents related to this Request for Proposals (RFP) are organized within the designated OneDrive folder. Within that folder, each property slated for rehabilitation includes a full set of reference materials as outlined below:

A. Exhibit A – Drawings and Plans: Includes architectural drawings, floor plans, and the window and door schedule for all homes included in this RFP.

B. Exhibit B – Environmental Reports: Includes lead and asbestos inspection reports. Bidders must include all costs for lead and asbestos abatement in their proposals.

C. Exhibit C – Existing conditions photos and reports

D. Exhibit D – Specifications: Defines construction methods, workmanship standards, and product requirements expected for all rehabilitation work.

E. Exhibit E - Material Selection Sheet: Lists approved materials and finishes to be used for each property. If a listed item is unavailable, contractors may propose an equivalent product of equal quality and integrity; however, all substitutions must be pre-approved by the Kalamazoo Land Bank prior to use.

F. Exhibit F- Pricing sheet

EQUAL HOUSING OPPORTUNITY

IMPORTANT DATES

RFP Issue Date: Nov 10 2026

Questions due: Nov 24

Mandatory Walkthrough:

Nov 24

Tentative Award Date: Dec 3 2026

Project Completion Deadline: Jun 30 2027

SCOPE OF WORK/DELIVERABLES

The KCLBA seeks sealed proposals from Respondents to provide rehabilitation work on the property located 1207 Hays Park, as part of the Homeward Promise Project. The scope of work includes interior & exterior rehabilitation, addressing any defects that may arise during the project in total compliance with all federal, state and local regulations, for properties identified in Appendix A. The parcel is considered a blighted residential structure. The scope of work includes but is not limited to: Selective Demolition, Roofing, Siding, Flashing, Electrical and plumbing upgrades to code, installation of energy efficient HVAC system to code, flooring, painting, drywall, full kitchen, and bathroom installations, correct any improper framing, apply for applicable building permits, see **exhibit A in the one drive link for full construction drawings and specifications** Exhibit A- Drawings and Plans. **Scope of work does not include asbestos and lead abatement. There is assumed lead risk due to the age of the house and we expect all work to be by RRP certified workers.** **Exhibit B does not exist.**

OTHER INFORMATION RELATED TO BID WORK:

1. **BOND REQUIREMENT:** Michigan State Law (MCL 129.201) requires a performance bond on projects where the overall costs exceed $50,000. Therefore, a bid bond in the amount of 5% of the Contractor's overall bid price is required from each bidder under the submittal requirements of this RFP. A bid bond is usually a two-page document from your bond company that includes the bond on page one, and a Power of Attorney authorization on page two from an insurance company; there should be no charge for this document. If a contract is awarded to a Contractor in an amount that equals or exceeds $50,000 in aggregate amount for all projects assigned, the Contractor shall supply both of the following:
    a. A payment bond, in conjunction with the performance bond, on the part of the Contractor for 100 percent of the contract price; this shall be supplied once the contract has been verbally accepted. *(A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the current contract.)*

b. The Surety/Performance Bond shall be in an amount equal to one hundred percent (100%) of the total contract amount budgeted for demolition or construction services. Bonds must be issued by a bona fide company authorized to do business with the State of Michigan and to comply with state regulations. If rehabilitation or construction services are neither budgeted nor requested by change order, the contractor need only comply with the bonding requirements of subparagraphs (a) above. *(A performance bond is one executed in connection*

c. with a contract to secure fulfillment of Contractor's obligations under such contract.)

2. Prior to construction, the contractor shall submit a construction schedule for the KCLBA's review. Furthermore, preparation of structures, i.e., stripping of materials, shall not begin more than three days before the rehabilitation work.
3. The KCLBA assumes no responsibility for the condition of existing buildings and structures and other property on site, or for their continuance in the condition existing at the time of Notice to Commence. No adjustment of contract price or allowance for any change in conditions will be made after the award of bid unless approved by the KCLBA through the KCLBA change order operating procedure.
4. Contractor shall use all means necessary to control dust on and near the work site and associated off-site areas if dust is caused by Contractor's work or as a result from the condition in which Contractor leaves the site.
5. Once Rehabilitation is started, it shall continue until completed.
6. A building permit shall be procured from the City Of Kalamazoo's permit department/agency, at the Contractor's cost, before commencing with rehabilitation.
    a. Contractor shall secure from appropriate agencies ALL REQUIRED PERMITS necessary for proper building code standards prior to starting work.
7. Contractor will be responsible for all damage to private or public property as a result of their fault or negligence in connection with any rehab work. If damage occurs, Contractor must contact the KCLBA immediately and submit a summary report of the incident within five business days.
8. Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash off the project area, and shall commit no trespass on any private property in the disposal. All materials, debris, rubbish, and trash will be disposed of at a licensed landfill. NO EXCEPTIONS.
9. All rehabilitation activities will be conducted in compliance with NESHAP and lead-based paint standards. All activities will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (MIOSHA, DNR-DNRE, and DCH), and any other local regulations. NOTE: An asbestos survey may not be able to be completed for any part of fire damaged structures which were built prior to 1981. If this is a case or if only part of the asbestos can be identified and abated, the KCLBA expects Contractor must presume, assume or treat all suspect material as asbestos containing material (ACM) or presumed asbestos containing material (PACM) in the structure.
10. If demolition is deemed necessary: It is the responsibility of Contractor to determine the location of all buried utility service lines on or adjacent to the work area. Contractor shall be responsible for the final location and protection of all utility service lines and damage to any such utility service line resulting from the Contractor's operations shall be repaired or replaced by Contractor at Contractor's cost. It will also be the responsibility of the Contractor to exercise care to prevent damage to fences, sidewalks, roadways, and other improvements in or adjacent to the work area.
11. A waste log shall be maintained by the Contractor and shall contain the origin of material (address and date) and receiving facility for each load and the weight of each load. Contractor is to determine recycling or disposal methods to ensure that waste materials are recycled or disposed of properly. All waste materials are to be transported directly to a properly permitted facility. All waste receipts shall be submitted prior to payment.

12. Any other governmental agency with jurisdictional interest will have access to the property for observation and inspection.
13. Contractor agrees that all work awarded under this RFP shall be completed as follows:

- Work awarded tentatively on Dec 3
- Contracts signed Dec 8, including a kickoff meeting
- First draw tentatively cut by Dec 21
- Work begins by Dec 22
- Periodic draws and work check ins
- Certificate of Completion or Occupancy received by Jun 15 and punch list created by KCLBA
- Punch list completed and all final paperwork received by Jun 30
- Final draw received by July 15

a. If the Contractor fails to begin rehabilitation activities within 15 days of the Notice to Commence, the KCLBA reserves the right to re-award the project to the next qualified bidder.

14. The Contractor shall conduct operations in a safe and orderly manner and in conformance with Michigan PA 154, per the Michigan Department of Labor and Energy Construction Safety Standards Commission. Safety practices shall include the following where applicable:
    a. All personnel working on the site shall be properly trained as required and made thoroughly familiar with safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. All work associated with hazardous materials, e.g., lead or cadmium, shall be performed at appropriate Personal Protection Levels as defined by MIOSHA. Lead shall be assumed as all homes were constructed prior to 1978, and proper individual air monitoring for on-site workers shall be required.
15. Payment for the cost of all work contained in the RFP will be made in reimbursable draws upon completion of the agreed upon construction milestone schedule. Payment will only be made upon the completion of all requirements outlined in the construction milestone schedule in as many draws as needed per agreement. A 10% retainage will be held until completion of rehabilitation.

Written Reports: Contractor shall be responsible for preparing or causing to have prepared final compliance paperwork for payment and use by the KCLBA. *These reports shall include a copy of the ten-day notice to the State of Michigan and copies of all waste disposal receipts and confirmation that the local building permit has been finalized (e.g. closed out).* Payment will not occur until staff receives all required documents, receipts and final payment will not occur until confirmation of the finalized permit. A final unconditional lien waiver will be required upon completion.

Interested Bidders: Interested bidders MUST REGISTER their company on this RFP at the Kalamazoo County Land bank website in order to bid, use the below address.

https://kalamazoolandbank.org/contractors/invitation-to-bid-ifb/

The KCLBA 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 KCLBA 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 KCLBA. The KCLBA may also remove properties from the list when circumstances dictate it. The KCLBA may select more than one service provider from the proposals submitted to obtain the most qualified firm(s) or individual(s) for rehabilitation services in order to ensure timely completion of the requested services.

THRESHOLD REQUIREMENTS/REQUIRED FOR SUBMITTAL

1. **Letter of Interest containing the following:**
    a. Name of lead firm and any subcontractors
    b. Contact information (including email address).
        i. Names and contact information of all persons with an ownership interest in said organization.
        ii. Assigned contact for this project with contact information.
    c. Description of organization (e.g. Corporation, Limited Liability Company, or Joint Venture)
    d. A summary of the qualifications of the Respondent and team
        i. Years of experience in providing specified services
    e. Certification attached hereto at the end of this RFP and incorporated herein by reference must be signed by Respondent and attached to the Letter of Interest.
    f. Experience with Federal/State grants with specific grants, i.e. CDBG, NSP2, Hardest Hit Funds, and others.
2. **Submit one of the following:**
    a. Certificate of Good Standing for Corporations Companies issued by the Michigan Department of Licensing and Regulatory Affairs; or
        i. NOTE: Certificates are only good for one (1) year from date of issue. **Check date before submitting.**
    b. Certificate of Existence for Limited Liability Companies issued by the Michigan Department of Licensing and Regulatory Affairs; or
    c. Certificate of Good Standing or Certificate of Existence for Joint Ventures; or
    d. "Doing Business As" documentation and certificates for all other types of businesses.
3. **Evidence of Insurance**: Commercial General Liability with limits not less than $2,000,000; Workers Compensation and Employers Liability with limits not less than $500,000; and Automobile Liability with limits not less than $1,000,000 per occurrence. The selected Contractor shall agree to indemnify and hold harmless the KCLBA
    a. **Additional Insured –** The KCLBA must be added as an additional insured with the following language: "Additional Insured: KCLBA, 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."
    b. Builder's Risk Insurance - The Contractor shall obtain and maintain Builder's Risk Insurance covering the full value of the work during construction. Coverage shall include protection for fire, vandalism, theft, and other perils typically covered under a Builder's Risk policy. The Kalamazoo Land Bank shall be named as an additional insured and loss payee. Proof of coverage shall be provided prior to the commencement of work.
4. **Budget & Pricing Proposal -** see appendix F
5. **Three References** - project overview for similar agencies for which you have done similar work (see Appendix B)
6. **Bid Bond Documentation** - Required for all bidders.

7. **Residential Builder License** - A copy of Respondent's Residential Builders license issued by the State of Michigan Department of Licensing and Regulatory Affairs – Bureau of Licensing. This must be in the company's name.
8. **Lead Abatement License-** A copy of Lead Licenses issued by the State of Michigan Department of Licensing and Regulatory Affairs and **training certifications for all employees intended to work on lead abatement projects** (*Note: If your company does not bid on these projects, you do not need to submit asbestos licensing but we will want your RRP certificate.)*
9. **Asbestos Abatement License -** A copy of Asbestos Licenses issued by the State of Michigan Department of Licensing and Regulatory Affairs and **training certifications for all employees intended to work on asbestos containing projects** (*Note: If your company does not bid on these projects, you do not need to submit asbestos licensing)*
10. **Non-Collusion Affidavit** (see Appendix C)
11. **Debarred or Suspended Organization Statement** – completed and signed (see Appendix D)
12. **W-9** – completed and signed (see Appendix E)
13. **Equal Opportunity Clause** – signed by authorized company representative (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, 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 G):
Experience in providing the requested service
Budget & Pricing Proposal (Appendix A)
Qualifications to efficiently and effectively complete multiple projects simultaneously
Location of Business

OTHER ASPECTS TO CONSIDER

A. RFP Overview

It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, shall be capable of providing the specified services. The Respondent shall be financially solvent and its employees and or subcontractors shall be competent to perform the services required under this RFP. Nothing in this RFP shall be construed to create any legal obligation on the part of the KCLBA or any Respondents. The KCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall the KCLBA 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 KCLBA 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 KCLBA. 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.

INTERESTED BIDDERS: Interested bidders MUST REGISTER their company and intent to bid on this RFP at the Kalamazoo County Land Bank's website: https://kalamazoolandbank.org/contractors/invitation-to-bid-ifb/.

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. Independent Service Cost Determination by Contractor

By submission of a bid/proposal, the prospective contractor certifies that in connection with the bid:

a. The proposed service cost was determined independently, without consultation, communication or agreement for the purpose of restricting competition.

b. The service cost quoted in the bid/proposal has not nor will be knowingly disclosed by the

prospective contractor to anyone prior to the contract award.

c. No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid/proposal.

d. Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

D. Contract Negotiations

At the completion of the evaluation process, KCLBA as purchasing agent may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for the award, to identify any needed revisions to the original bid/proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for an award. In the event only one bid is received, KCLBA may require that the offeror submit a cost bid in sufficient detail for the KCLBA will perform a cost/price analysis to determine if the contract prices are fair and reasonable. Award shall be made by the KCLBA to the offeror whose bid/proposal is most advantageous to the KCLBA.

E. 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.

Termination Provisions

A. Termination for Cause

A. This Contract may be terminated by the Land Bank, for among other things, as follows:

1. Upon 30 days written notice to the Contractor:
    a. if the Contractor fails to comply with any of the material terms and conditions of this Agreement, or with the requirements of the authorizing legislation, or other applicable law or rules;
    b. if the Contractor knowingly and willingly presents false information to the Land Bank for the purpose of obtaining this Agreement or any payment under this Agreement;
    c. if the Land Bank finds that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the Land Bank in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement;
    d. during the 30-day written notice period, the Land Bank shall also withhold payment for any findings under subparagraphs a-c, above;

e. if the Contractor or any subcontractor, manufacturer, or supplier of the Contractor appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs ("LARA") or its successor; or
f. if the Contractor fails to cure a breach within the time period specified in a notice of breach provided by the Land Bank.

2. Immediately and without further liability to the Land Bank if the Contractor, or any agent of the Contractor, or any agent of any subcontractor is:
   a. convicted of a criminal offense incident to the application for or performance of a federal, State, public, or private contract or subcontract;
   b. convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
   c. convicted under State or federal antitrust statutes;
   d. convicted of any other criminal offense that, in the sole discretion of the Land Bank, reflects on the Contractor's business integrity; or
   e. is added to the federal or state Suspension and Debarment list.

B. If the Agreement is terminated, or if the Contractor is required to repay to the federal or State government all or a portion of the Grant Agreement grant due to the Contractor's failure to comply with all of this Agreement's terms and conditions (including any and all federal requirements), then the Land Bank reserves the right to require the Contractor to repay all or a portion of the Program Funds received under this Agreement.
C. The Contractor must pay all reasonable costs incurred by the Land Bank in terminating this Agreement for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the Land Bank incurs.
D. If the Land Bank terminates this Agreement for cause and it is determined, for any reason, that the Contractor was not in breach of the Agreement, the termination will be deemed to have been a termination under Section VI, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

VI. Termination for Convenience

The Land Bank may fully or partially terminate this Agreement for its convenience, for any reason or no reason, if the Land Bank determines that a termination is in the Land Bank's best interest. Reasons for the termination are within the sole discretion of the Land Bank and may include: (a) the Land Bank no longer needs the activities or deliverables specified in this Agreement; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible for the Land Bank; (c) unacceptable prices for Agreement changes; (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the Land Bank; or (e) termination of the Grant Agreement between the SLB and the Land Bank. The Land Bank may terminate this Agreement for its convenience by giving Contractor notice at least ninety (90) days before the date of termination. If the Land Bank chooses to terminate this Agreement in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

E. **EQUAL EMPLOYMENT OPPORTUNITY**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR Part 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

F. **COPELAND "ANTI–KICKBACK" ACT** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

G. **DEBARMENT AND SUSPENSION** (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All contractors and subcontractors must be vetted for debarment. If debarment action has been taken against the contractor, the contract shall be terminated. If debarment action has been taken against any subcontractor, the contractor shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

H. **DOMESTIC PREFERENCES FOR PROCUREMENTS** (2 CFR 200.322).

a. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

(i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. **CONFLICT OF INTEREST** (2 CFR 200.318 and 24 CFR 570.611)

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

J. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

K. **BYRD ANTI–LOBBYING AMENDMENT** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

L. **CLEAN AIR ACT** (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of $150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251–1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

M.**LEAD RENOVATION, REPAIR AND PAINTING PROGRAM**

Prohibition of Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations promulgated at 24 CFR Part 35, 24 CFR 570.608, and 24 CFR Section 745, Subpart E, as applicable. The Contractor and his/her subcontractors shall comply with the provisions for the notification and elimination of lead-based paint hazards of said regulations.

N. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR 200.323). A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Q. **FAIR HOUSING AND EQUAL OPPORTUNITY REGULATIONS**

1. (Title VI of the Civil Rights Act of 1964; Public Law 88-352 implemented in 24 CFR Part 1)
2. No person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. 24 CFR Part 570.904 and Title VIII of the Civil Rights Act of 1968, Equal Opportunity and Fair Housing

RFP SUBMITTAL GUIDELINES

The Selection Committee comprised of the KCLBA staff and other stakeholders will review qualifications in accordance with the evaluation criteria set forth objectives and policies. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest overall price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in the RFP.

The KCLBA reserves the right to select the contractor that best meets the KCLBA's goals and objectives, quality levels, and service level expectations. The KCLBA reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the

contract in its entirety, in part, or not at all and/or determine which proposal is the lowest and/or best to enter into a Contract, as deemed to be in the best interest of the KCLBA.

SUBMITTAL DUE DATE

Responses to this RFP are due by 3pm on Dec 1 2026. The prevailing clock shall be **www.time.gov**. Please do not submit a copy of this RFP with your submission.

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 KCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

_____

(Name of Respondent)

_____

(Signature of Authorized Representative)

_____

(Typed Name of Authorized Representative)

_____

(Title)

RFP SUBMITTAL REQUIREMENTS CHECKLIST

Please provide Checklist with response to RFP - DO NOT INCLUDE A COPY OF THE RFP

- ☐ RFP Submittal Requirements Checklist – use as cover to documents; put in the following order.
- ☐ Letter of Interest & Certification
- ☐ Certificate of Good Standing for Corporations, Certificate of Existence for LLCs, Certificate of Good Standing for Joint Ventures, or "Doing Business As" documentation and certificates for other types of businesses
- ☐ Evidence of Insurance
- ☐ Budget & Pricing Proposal (Appendix A)
- ☐ Bid Bond in the amount of the overall bid price, REQUIRED
- ☐ A copy of Respondent's "Department of Energy, Labor & Economic Growth's Residential Builders' And Maintenance & Alteration Contractors' Board Residential Builder License" - This must be in the company's name.
- ☐ Asbestos Licenses - for company and all employees able to work on asbestos containing demolition projects should any of the current project change from regular demolitions to asbestos containing demolitions. (If applicable to project)
- ☐ Lead and cadmium certification – for training for all employees assigned to this project. (If applicable to project)
- ☐ Construction plan - with or without a recycling component, should include project milestones and time estimates for rehab completion
- ☐ Three References and accompanying project information (Please see and complete Appendix B)
- ☐ Non-Collusion Affidavit – Complete and sign (Appendix C)
- ☐ Debarred or Suspended Statement - Complete and sign (Appendix D)
- ☐ W-9 – Completed and sign (Appendix E)
- ☐ Equal Opportunity Clause – Sign and date (Appendix F)

Respondent Name:_____

Company Name:_____

Date of submission:_____

APPENDIX A – Budget & Pricing Proposal

Bidders must provide **separate pricing for each individual property** included in this RFP. The Kalamazoo County Land Bank is reimbursed by project; therefore, all invoices, supporting documentation, and payment requests must clearly correspond to a specific property.

Each bid submission must include:

- A detailed cost breakdown **per house**, identifying labor, materials, and any subcontracted work.
- Separate line-item totals for each property.
- Any general or administrative costs allocated proportionally across projects must be clearly identified and explained.

Failure to provide **per-house pricing** may result in the bid being considered **non-responsive**.

We have included a link to a pricing sheet which respondent encouraged to use.

See Exhibit F in one drive link - Exhibit F - Pricing Sheet

See Exhibit E in one drive link - Exhibit E – Material specifications

APPENDIX B - References

List of Three (3) References and Description of Services Provided

Reference 1

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Page 20 of

Type of Project(s): _____

_____

_____

_____

_____

Reference 2

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Type of Project(s): _____

_____

_____

_____

_____

Reference 3

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Type of Project(s): _____

_____

_____

_____

APPENDIX C – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives, present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer or representative of the Kalamazoo 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 _____, 2024 in _____County, Michigan.

(seal)

_____

_____, Notary Public

Acting in _____County, Michigan

My Commission Expires: _____, 20___

APPENDIX D – Debarred or Suspended 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 of State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification of 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

APPENDIX E – W-9 Form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here | **Signature of U.S. person** _____ **Date** _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX F – Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:
The contractor will not discriminate against any employees or applicant for employment became 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 bind each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

_____ _____

Contractor signature Date

EQUAL OPPORTUNITY EMPLOYER AND EQUAL HOUSING OPPORTUNITY

APPENDIX G – Evaluation & Scoring

In evaluating responses to this Request for Proposal, KCLBA will consider the experience, capacity, past performance, and cost proposed by the Respondent. Submittals will be evaluated using the criteria below, for a maximum of 100 points. KCLBA may select any or no responsible bidder, regardless of score.

Scoring Criteria (100 Points Total)

Criterion	Maximum Points
1. Experience	10
2. Past Performance and Quality	10
3. Capacity and Timeline	10
4. Pricing Proposal	40
5. Workforce and Community Participation	10
6. Local Industry Engagement	10
7. Local Preference	10
Total	**100**

1. Experience (10 points)

Years providing rehabilitation/construction services	Points
Four (4) or more years	10
Two (2) to less than four (4) years	5
Less than Two (2) years	0

2. Past Performance and Quality (10 points)

Respondents must provide at least three references and examples of comparable residential new construction or rehabilitation projects completed in the past five years.

Criteria	Points
Three (3) or more comparable projects with satisfactory references	10
One (1) to two (2) comparable projects with satisfactory references	5
No comparable projects or unsatisfactory references	0

3. Capacity and Timeline (10 points)

Points in this category are cumulative.

Criteria	Points
Proposed schedule is realistic and includes key milestones	Up to 5
Demonstrates adequate staffing, subcontractor relationships, and ability to manage concurrent projects	Up to 5

4. Pricing Proposal (40 points)

Points are awarded proportionally using the following formula:

Points = 40 × (Lowest responsive bid ÷ Respondent's bid)

Example: If the lowest bid is $100,000, that bid receives 40 points. A bid of $110,000 receives 40 × (100,000 ÷ 110,000) = 36.4 points.

5. Workforce and Community Participation (10 points)

KCLBA seeks to create pathways for local residents into residential construction careers. Points in this category not cumulative.

Criteria	Points
Commits to hiring two(2) or more individuals who have completed a program through a local education or training partner [e.g., Kalamazoo Valley Community College, Kalamazoo Regional Education Services Agency, Michigan Career and Technical Institute, Workforce Development Institute] and providing a paid one-year internship or apprenticeship in residential construction. Respondent must describe the position, training plan, and partner in its submittal.	10
Commits to hiring at least one (1) individual who has completed a program through a local education or training partner [e.g., Kalamazoo Valley Community College, Kalamazoo Regional Education Services Agency, Michigan Career and Technical Institute, Workforce Development Institute] and providing a paid one-year internship or apprenticeship in residential construction. Respondent must describe the position, training plan, and partner in its submittal.	5

Outreach statement: KCLBA encourages small, minority-owned, and women-owned businesses to respond to this RFP and conducts outreach to these firms. Consistent with Article I, Section 26 of the Michigan Constitution, no Respondent will receive preferential treatment or scoring on the basis of race, sex, color, ethnicity, or national origin.

6. Local Industry Engagement (10 points)

Criteria	Points
Regularly attends Kalamazoo Contractors and Developers Connect meetings.	10

7. Local Preference (10 points)

Points in this category are not cumulative.

Principal business office location	Points
Within Kalamazoo County, MI	10
Outside Kalamazoo County but within 50 miles	5

Tie-Breaker

In the case of a tie the winner will be decided at the discretion of KCBLA staff

APPENDIX I – Supporting Documents

Exhibit A- Drawings and Plans

Exhibit B does not exist

Exhibit C – existing conditions

Exhibit D - Specifications

Exhibit E – Material specifications

Exhibit F- Pricing Sheet