September 3, 2020

GENESEE COUNTY REQUEST FOR PROPOSALS #20-224

Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, September 24, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Lead Inspections, Risk Assessments, Clearances, and Asbestos Inspections for Genesee County Metropolitan Planning Commission (GCMPC).

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website www.gc4me.com.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

<table>
<thead>
<tr>
<th>DUE DATE:</th>
<th>2:00 PM (EDT), Thursday, September 24, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>QUESTIONS DUE:</td>
<td>Monday, September 14, 2020, before 5:00 PM</td>
</tr>
<tr>
<td>PROPOSAL REQUEST NUMBER</td>
<td>#20-224</td>
</tr>
</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2020\20-224
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
www.gc4me.com
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<td>14</td>
</tr>
</tbody>
</table>
RFP #20-224 Risk Assessments, Clearances, and Asbestos Inspections for GCMPC

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 2:00 p.m. (EDT), Thursday, September 24, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

2. The County Building will be open for vendors to drop off their submissions. The County has adopted rules for individuals that enter the premise that are in compliance with State regulations. Please note that individuals who enter the County Building must have on the proper face covering and will be subjected to screening and answering questions before entering the building.

3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.

4. Submit one original, one paper copy and one electronic copy of your proposal. All bids become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the bid response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your bid. Bids may not be submitted through MITN site for this offering.

5. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Bidder’s responsibility to insure that its bid is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 3:00 p.m. Local Time, Monday through Friday, legal holidays as exception.

a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade Network (use hyperlink or https://www.mitn.info/Registration.asp?ID=2340) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company’s business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.

8. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

9. The County’s Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

10. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
11. **Proposal Format:** Proposals must be submitted in the format outlined in SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

**SECTION 2 - STANDARD TERMS & CONDITIONS**

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link: http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf

**SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide **LEAD INSPECTIONS, RISK ASSESSMENTS, CLEARANCES, AND ASBESTOS INSPECTIONS FOR GCMPC.**

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (“GCMPC”). The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.

3. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.gc4me.com/Purchasing/currentbids.htm.). **Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.**

4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.

5. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.

6. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall
be submitted in writing and received no later than 5:00 PM, Monday, September 21, 2020, to the Genesee County Purchasing Department as listed above.

7. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

8. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Monday, September 14, 2020 before 5:00 PM (EDT) to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.

**SECTION 4 – OVERVIEW**

The Genesee County Metropolitan Planning Commission (“GCMPC”) is soliciting proposals from qualified contractors to perform lead inspections, risk assessments, clearances, and asbestos inspections/assessments on both single and multi-family homes. The projects are funded in whole or in part with Federal Community Development Block Grant (CDBG), HOME, and Neighborhood Stabilization Program (NSP) Funds.

The Genesee County Home Improvement Program will have approximately 50-60 single family homes, on a yearly basis, requiring lead paint inspections, risk assessment, and clearances. The NSP Program will have approximately 5-10 single family homes, over the next two years, requiring lead inspections, risk assessments and clearances. Of those homes there may be approximately 1-5 that would require asbestos assessments.

**SECTION 5 – SCOPE OF SERVICES**

The lead and asbestos inspection services anticipated to be provided are grouped into the broad categories listed below:
A. Inspections: Inspections for lead-based paint, as stated in federal regulations 24 CFR Part 35.1320 shall be performed in accordance with the methods and standards established by the State of Michigan or those standards set forth by the EPA at 40 CFR 745.337(b), whichever is more stringent shall apply (See F. for report requirements).

B. Risk Assessments: Risk Assessments for lead-based paint hazards, as stated in federal regulations 24 CFR Part 35.1320(b), shall be performed in accordance with the methods and standards established by the State of Michigan or those standards set forth by the EPA at 40 CFR 745.227(d), whichever is more stringent shall apply. In addition, the standards set forth in federal regulations at 24 CFR Part 35.1320(b)(1)(2) shall also apply (See F for report requirements).

C. Clearance Examinations: Issue clearance findings at completion of rehabilitation where lead-based paint is found and may be disturbed by rehabilitation activities. Final clearance examinations shall be performed by a certified person in accordance with the current Department of Housing and Urban Development and State of Michigan standards.

D. The lead inspector is to perform a lead inspection which tests all painted surfaces inside and outside the home; and, including all accessory structures and equipment (e.g. garages, sheds, fences, swing sets, etc.) to determine if lead is present. A report shall list the areas tested and whether lead was found. The risk assessor performs tests for the presence of lead-based paint hazards to children which can be in the form of paint, house dust, and soil. A report shall indicate the location of the types of lead hazards and options for acceptable hazard control methods.

Both lead inspector/risk assessor shall be knowledgeable of: 1) Part II, Department of Housing & Urban Development 24 CFR, Part 35, E.A. (9/15/99); 2) the Lead Abatement Act of 1998, Sections 333.5453 to 333.5460 of the Michigan Compiled Laws; 3) Environmental Protection Agency (EPA) Certifications, Regulations, and Work Practices; Title IV of the Toxic Substances Control Act (TSCA 15 U.S.C. 2681-2692; 4) Rule 325.51991 of the Michigan Occupational Safety and Health Administration (MIOSHA); 5) Michigan Department of Environmental Quality Hazardous Waste Act 64; 6) Nuclear Regulatory Commission (XRF radiation sources); 7) and all other federal, state, and local regulations, if applicable.

E. Asbestos Containing Materials Assessment: The inspections shall be performed and include the conducting of surveys of existing buildings and sample collection. The sample analysis, identification and quantification of asbestos contamination in bulk or air samples, on site or in the laboratory, shall also be performed. Inspections, analysis, identification and
quantification of asbestos work shall be conducted utilizing and complying with OSHA, MIOSHA, NIOSHA, MDPH, and EPA approved methods.

**F.** The Consultant shall be responsible for preparing or causing to have prepared the following reports for approval by the Genesee County Metropolitan Planning Commission:

- Risk Assessment
- Lead Inspection
- Combination Lead Inspection/Risk Assessment
- Clearance
- Asbestos Inspection
- Asbestos Clearance

**G.** The Contractor shall be responsible for supplying all labor, material, equipment, services, insurance, bonds, and all incidentals which are necessary or required to perform the Work in accordance with applicable regulations and these specifications.

**H.** The Contractor shall assume full responsibility and liability for the compliance with all Federal, State, regional, and local regulations pertaining to work practices, confined spaces, hauling, disposal, and protection of workers and visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).

**I.** It shall be the Contractor’s responsibility to assure that the inspections are conducted by persons certified in the State of Michigan, and certified by the Michigan Department of Lead Hazard Remediation Program (LHRP), knowledgeable, qualified, and trained in asbestos, lead-based paint, and hazardous materials identification and sampling. Such persons shall comply with the appropriate Federal, State, and local regulations that mandate work practices and shall be capable of performing the work under this contract.

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). For additional information on this requirement, please see pages 35-38.

**SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS**

In order to be deemed responsive, proposals must be submitted in the format outlined below:

**Administrative Proposals**

1. **Work Plan:** Describe in narrative form your plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere
based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task.

2. Labor Requirements, Staff Qualifications & Experience: The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.

3. Statement of the Project: State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered.

4. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers.

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.

2. **Statement of Exceptions**: See Section 1.9 for clarification.

3. **Signed Signature Page**: See page 12 of this solicitation.

4. **Executed Insurance Checklist**: See page 13 of this solicitation.

5. **References**: See page 14 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation.

**SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE**

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria:
### Evaluation Criteria

| Proposer’s understanding of the requested services, and familiarity with Federal, State and Local programs and regulatory standards associated with housing rehabilitation, lead abatement, and asbestos assessment | 25 |
| Qualifications, certifications, and experience of all personnel that will be assigned to the contract | 20 |
| Cost Proposal – proposed fees for the provision of services | 20 |
| Contractor’s proposed time frame for completion of job from request of service to submission of final report to Genesee County | 10 |
| Report Samples (format/Ease of Use) | 10 |
| References | 10 |
| Company organization, size, and office locations | 5 |

**Total Possible Points**

| 100 |

All members of the Evaluation Committee will review proposals by evaluating each proposal subject to the above referenced criteria. The scores will be submitted to the Purchasing Manager and an average of the members scores will be used to calculate the points for each criterion.

The Evaluation Committee may request interviews with the top scoring proposers and may solicit Best and Final Offers (BAFOs). The Evaluation Committee may recalculate points, based on possible interviews or BAFO scoring (if applicable), from the top three scoring proposers. The Evaluation Committee will recommend contract award for a particular firm to the Commission as well as the Genesee County Board of Commissioners. This recommendation will be based on the proposer with the top scoring proposal/offer. The Genesee County Board of Commissioners will make the final decision as to contract award.

If the Evaluation Committee cannot negotiate a reasonable contract with the top scoring proposer, Committee members will stop negotiations, disqualify the proposer and begin negotiations with the proposer with the second highest scoring proposal/offer.
COST PROPOSAL SUMMARY

PROJECT: RFP #20-224 LEAD INSPECTIONS, RISK ASSESSMENTS, CLEARANCES, AND ASBESTOS INSPECTIONS FOR GCMPC

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following requested cost information (provide a per unit price for each item listed below):

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Provide Total Cost*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Assessment</td>
<td>$</td>
</tr>
<tr>
<td>Lead Inspection</td>
<td>$</td>
</tr>
<tr>
<td>Combination Lead Inspection/Risk Assessment</td>
<td>$</td>
</tr>
<tr>
<td>Clearance</td>
<td>$</td>
</tr>
<tr>
<td>Asbestos Inspection</td>
<td>$</td>
</tr>
<tr>
<td>Asbestos Clearance</td>
<td></td>
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</tbody>
</table>

*Price is to be an all-inclusive price

Vendor will submit additional pricing information as requested under Section 6 “Cost Proposals”. Genesee County reserves the right to adjust quantities as we work towards our final solution.

NAME OF BIDDER: _______________________________________________________________

SERVICE ADDRESS: _____________________________________________________________

CITY, STATE, ZIP: ___________________________________________________________

CONTACT PHONE: ______________________________________________________________

CONTACT EMAIL: ______________________________________________________________

RFP 20-224

11
SIGNATURE PAGE
GENESEE COUNTY RFP #20-224
LEAD INSPECTIONS, RISK ASSESSMENTS, CLEARANCES, AND ASBESTOS INSPECTIONS FOR GCMPC

The undersigned represents that he or she:
1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not “Iran linked businesses,” as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda ___________________ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO_____ YES_____ (include attached statement)

Name (typed):__________________________________________________________

Signature:_________________________________ Title:________________________

Date:____________________________________

Company:________________________________________

Federal Employee Identification Number (FEIN): _________________________

DUNS Number: _________________________________

Contact Person of company representative for matters regarding this RFP

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>POSITION</th>
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<table>
<thead>
<tr>
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<tr>
<th>PHONE</th>
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<th>E-MAIL</th>
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</table>
**GENESEE COUNTY INSURANCE CHECKLIST**

**PROFESSIONAL SERVICES CONTRACT FOR:** RFP #20-224 – LEAD INSPECTIONS, RISK ASSESSMENTS, CLEARANCES, AND ASBESTOS INSPECTIONS FOR GCMPC

### Coverage Required

<table>
<thead>
<tr>
<th></th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X</em> 1. Workers’ Compensation</td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td>___ 2. Employers’ Liability</td>
<td>$100,000 accident/disease $500,000 policy limit, disease Including Premises/operations</td>
</tr>
<tr>
<td><em>X</em> 3. General Liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability</td>
</tr>
<tr>
<td><em>X</em> 4. Professional liability</td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions</td>
</tr>
<tr>
<td>___ 5. Medical Malpractice</td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
</tr>
<tr>
<td><em>X</em> 6. Automobile liability</td>
<td>$1,000,000 combined single limit each accident-Owned, Hired, Non-owned</td>
</tr>
<tr>
<td>___ 7. Umbrella liability/Excess Coverage</td>
<td>$1,000,000 BI &amp; PD and PI</td>
</tr>
</tbody>
</table>

| _X_ 8 Genesee County named as an additional insured on other than workers’ compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate. |
| ___ 9. Other insurance required: Environmental Impairment Liability - $1,000,000 limit |
| _X_ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) |
| _X_ 11. The certificate must state bid number and title RFP # 20-224 |

### Insurance Agent’s Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>_____ Liability policies are</td>
<td>occurrence claims made</td>
</tr>
</tbody>
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Insurance Agent

Signature

### Prospective Contractor’s Statement

I understand the insurance requirements and will comply in full if awarded the contract.

---

Contractor

Signature

---

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.
REFERENCES
List 3 references of similar projects

<table>
<thead>
<tr>
<th>Company/Client:</th>
<th>Contacts:</th>
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<tbody>
<tr>
<td></td>
<td>Name:</td>
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<td>Title:</td>
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<td>Phone:</td>
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<tr>
<td>Dates of Service:</td>
<td>Email:</td>
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<td>Address:</td>
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<td></td>
<td>City, State:</td>
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<th>Company/Client:</th>
<th>Contacts:</th>
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<td>Title:</td>
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<td>Dates of Service:</td>
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<td>Dates of Service:</td>
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<td>Address:</td>
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<td>City, State:</td>
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ATTACHMENT 1 – EXAMPLE OF A CONTRACT

Professional Services Contract

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 20-224 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution #_________ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on (Start Date), and shall be effective through (End Date) (the “Initial Term”).

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the “Extension Terms”).

3. Purpose & Scope of Work

This Contract is entered into for the purpose of providing, lead inspections, risk assessments, clearances, and asbestos inspections/assessments on both single and multi-family homes. The projects are funded in whole or in part with Federal Community Development Block Grant (CDBG), HOME, and Neighborhood Stabilization Program (NSP) Funds. The Contractor agrees to perform the services described in Exhibit A (the “Services”).

4. Compensation

The Contractor shall be paid according to the rates identified on Exhibit. The total amount paid to the Contractor shall not exceed $___________. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line
items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County’s acceptance of the invoice and supporting documentation.

5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

   The contract administrator for this Contract is TBA (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

   The Contractor warrants that:

   7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

   7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

   7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

   7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

   The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.
8. **Suspension of Work**

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. **Termination**

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor’s breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor’s breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor’s breach and termination, including any costs to obtain substitute performance.
9.3 Termination for Convenience

If the County determines that it is in the County’s best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the “Freedom of Information Act”.

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.
13. **Audit Rights**

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor’s performance under this Contract for a period of at least three (3) years after final payment.

14. **Identity Theft Prevention**

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.
15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor’s agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s performance of the Services or presence on the County’s property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.
17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

By: __________________________
Name of Contractor Signatory: __________________________
Title of Contractor Signatory: __________________________
Date: __________________________

COUNTY OF GENESEE

By: __________________________
Name: Martin Cousineau, Chairperson
Title: Board of County Commissioners
Date: __________________________
EXHIBIT A
Description of the Services

The lead and asbestos inspection services anticipated to be provided are grouped into the broad categories listed below:

A. Inspections: Inspections for lead-based paint, as stated in federal regulations 24 CFR Part 35.132(a), shall be performed in accordance with the methods and standards established by the State of Michigan or those standards set forth by the EPA at 40 CFR 745.337(b), whichever is more stringent shall apply (See F. for report requirements)

B. Risk Assessments: Risk Assessments for lead-based paint hazards, as stated in federal regulations 24 CFR Part 35.1320 (b), shall be performed in accordance with the methods and standards established by the State of Michigan or those standards set forth by the EPA at 40 CFR 745.227(d), whichever is more stringent shall apply. In addition, the standards set forth in federal regulations at 24 CFR Part 35.1320(b)(1)(2) shall also apply (See F for report requirements)

C. Clearance Examinations: Issue clearance findings at completion of rehabilitation where lead based paint is found and may be disturbed by rehabilitation activities. Final clearance examinations shall be performed by a certified person in accordance with the current Department of Housing and Urban Development and State of Michigan standards.

D. The lead inspector is to perform a lead inspection which tests all painted surfaces inside and outside the home; and, including all accessory structures and equipment (e.g. garages, sheds, fences, swing sets, etc.) to determine if lead is present. A report shall list the areas tested and whether lead was found. The risk assessor performs tests for the presence of lead-based paint hazards to children which can be in the form of paint, house dust, and soil. A report shall indicate the location of the types of lead hazards and ways to remove them.

Both lead inspector/risk assessor shall be knowledgeable of: 1) Part II, Department of Housing & Urban Development 24 CFR, Part 35, E.A. (9/15/99); 2) the Lead Abatement Act of 1998, Sections 333.5453 to 333.5460 of the Michigan Compiled Laws; 3) Environmental Protection Agency (EPA) Certifications, Regulations, and Work Practices; Title IV of the Toxic Substances Control Act (TSCA 15 U.S.C. 2681-2692; 4) Rule 325.51991 of the Michigan Occupational Safety and Health Administration (MIOSHA); 5) Michigan Department of Environmental Quality Hazardous Waste Act 64; 6) Nuclear Regulatory Commission (XRF radiation sources); 7) and all other federal, state, and local regulations, if applicable.
E. Asbestos Containing Materials Assessment: The inspections shall be performed and include the conducting of surveys of existing buildings and sample collection. The sample analysis, identification and quantification of asbestos contamination in bulk or air samples, on site or in the laboratory, shall also be performed. Inspections, analysis, identification and quantification of asbestos work shall be conducted utilizing and complying with OSHA, MIOSHA, NIOSHA, MDPH, and EPA approved methods.

F. The Consultant shall be responsible for preparing or causing to have prepared the following reports for approval by the Genesee County Metropolitan Planning Commission:

- Risk Assessment
- Lead Inspection
- Combination Lead Inspection/Risk Assessment
- Clearance
- Asbestos Inspection
- Asbestos Clearance

G. The Contractor shall be responsible for supplying all labor, material, equipment, services, insurance, bonds, and all incidentals which are necessary or required to perform the work in accordance with applicable regulations and these specifications.

H. The Contractor shall assume full responsibility and liability for the compliance with all Federal, State, regional, and local regulations pertaining to work practices, confined spaces, hauling, disposal, and protection of workers and visitors to the site. This shall include Hazard Communication to workers and visitors of the work site (29 CFR 1926.59).

I. It shall be the Contractor’s responsibility to assure that the inspections are conducted by persons certified in the State of Michigan, and certified by the Michigan Department of Lead Hazard Remediation Program (LHRP), knowledgeable, qualified, and trained in asbestos, lead-based paint, and hazardous materials identification and sampling. Such persons shall comply with the appropriate Federal, State, and local regulations that mandate work practices and shall be capable of performing the work under this contract.

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).
EXHIBIT B
Insurance Checklist

Copy of Insurance Checklist
Copy of Certificate of Insurance
ATTACHMENT 2 - FORM OF NON-COLLUSIVE AFFIDAVIT

NON-COLLUSIVE AFFIDAVIT
(Must be on Firm Letterhead)

PRIME BIDDER

State of Michigan
County of Genesee.

__________________________________, being first duly sworn, deposes and says:

That he/she is _________________________________________
(A partner or officer of the firm of etc.)

the part making the foregoing proposal or bid, that such proposal or bid is genuine and
don collusive or sham; that said bidder has not colluded, conspired, connived or agreed,
directly or indirectly, with any bidder or persons, to put in a sham bid or to refrain from
bidding, and has not in any manner, directly or indirectly, sought by agreement or
 collusion, or communication or conference, with any person, to fix the bid overhead,
profit or cost element of said bid price, or of that of any other bidder, or to secure any
advantage against Genesee County, or any person interested in the proposed contract;
and that all statements in said proposal or bid are true.

Signature_________________________________

Signature of:

Proposer, if the proposer is an individual;
Partner, if the proposer is a partnership;
Officer, if the proposer is a corporation.

Subscribed and sworn to before me:
This _________ day of ____________, 2020

Notary Public:_______________________________
County of _______________, State of _______________
My Commission Expires ______________________, 20__
1. EXECUTIVE SUMMARY

Identification Information
- Full address of property and unit (if applicable)
- Client’s address and telephone number
- Name, address, and telephone number of both lead-based paint inspector and firm
- Certification/license number of both lead-based paint inspector and firm

Basic Inspection Information
- Date(s) of lead-based paint testing
- Brief description of procedures used or reference to documented methods
- Make, model, serial number, and source date (if applicable) for XRF machine
- Brief description of quality control procedures for XRF machine and calibration data.
- Verification that XRF machine was used in accordance with its performance characteristics sheet (PCS) and the manufacturer’s directions

Other Information
- Brief summary analysis of previous XRF testing reports (if applicable)
- Statement on property owner’s responsibility to disclose lead-based paint information

2. RESULTS AND TEST METHODS

Results
- List of positive component types for surfaces to be disturbed by rehabilitation work by room equivalent or as otherwise directed by Genesee County
- List of components assumed to have lead-based paint
- Explanation of special terms and disclosure of applicable units of measure used to assess the presence or absence of lead-based paint in the unit

Test Methods
- Full description of procedures used (or reference to established methods)
- Full description of quality control procedures for XRF machine
- Statement on accuracy of inspection and report contents with the paint inspector’s signature
- Description of abbreviated testing (if applicable)

3. APPENDIX ITEMS
- Laboratory analysis result forms
- All laboratory and XRF raw data
- Scope of Service
• ATTACHMENT 4 - RISK ASSESSMENT REPORT CHECKLIST

1. EXECUTIVE SUMMARY

Identification Information
- Full address of property and unit (if applicable)
- Client’s address and telephone number
- Name, address, and telephone number of both risk assessor and firm
- Certification/license number of both risk assessor and firm

Basic Inspection Information
- Date(s) of risk assessment and start and stop time
- Brief description of the type of risk assessment conducted
- Brief description of procedures used or reference to documented methods
- Make, model, serial number, and source date (if applicable) for XRF machine
- Brief description of quality control procedures for XRF machine and calibration data.
- Verification that XRF machine was used in accordance with its performance characteristics sheet (PCS) and the manufacturer’s directions

Summary of Results
- Brief history of renovation, repairs, and painting at property and discussion of building condition
- List of lead hazards identified including location and in rank order
- Summary of optional sampling results such as water test (if applicable)
- Brief summary analysis of previous XRF testing reports (if applicable)

Other Information
- Notice that deteriorated or disturbed painted surfaces may still contain lead-based paint and may pose a hazard, especially during renovation
- Statement on property owner’s responsibility to disclose lead-based paint information

2. FULL EXPLANATION OF METHODOLOGY AND RESULTS

Results
- History of renovation, repairs, and painting at property
- Discussion of building condition
- List of lead hazards: location, type, indicate priority hazards
- Complete paint sample results
- Complete dust testing results
- Complete soil sampling results
- Optional sampling results such as water test (if applicable)
ATTACHMENT 4 CONTINUED

Test Methods
- Full description of procedure used (or reference to established methods)
- Full description of type of risk assessment conducted
- Full description of quality control procedures for XRF machine
- Description of abbreviated testing (if applicable)

3. LEAD HAZARD CONTROL PLAN
- Recommended interior control and/or abatement options
- Reevaluation schedule
- Risk assessor’s signature and date

4. APPENDIX ITEMS
- Laboratory analysis result forms
- All laboratory and XRF raw data
ATTACHMENT 5 - CLEARANCE REPORT CHECKLIST

1. GENERAL
   • Property address and specific unit or common areas identified

2. HAZARD REDUCTION RELATED ACTIVITIES
   • Name and address of each firm and supervisor involved in the lead hazard/asbestos reduction activity
   • Start and completion date of hazard reduction activity
   • Detailed written description of the lead hazard/asbestos reduction activity including the methods used
   • Locations of exterior surfaces, interior rooms, common areas and/or components where the hazard reduction activity occurred
   • Any suggested monitoring requirements

3. CLEARANCE RELATED ACTIVITIES
   • Name, address, signature and certification number of each person involved in the clearance examinations
   • Name and identification number of laboratory conducting an analysis
   • Dates of clearance examination
   • Results of visual assessment for the presence of deteriorated paint and visible dust, debris, residue or paint chips
   • Results of the analysis of dust samples (air samples for asbestos) in micrograms per square feet (ug ft2) by location of sample
ATTACHMENT 6 - ASBESTOS RISK ASSESSMENT REPORT
CHECKLIST

1. EXECUTIVE SUMMARY
   Identification Information
   • Full address of property and unit (if applicable)
   • Client’s address and telephone number
   • Name, address, and telephone number of both risk assessor and firm
   • Certification/license number of both risk assessor and firm

   Basic Inspection Information
   • Date(s) of risk assessment and start and stop time
   • Brief description of the type of risk assessment conducted
   • Brief description of procedures used or reference to documented methods

   Summary of Results
   • Brief history of renovation and repairs at property and discussion of building condition
   • List of hazards identified including location and in rank order
   • Summary of optional sampling results such as water test (if applicable)

   Other Information
   • Notice that deteriorated or disturbed surfaces may still contain asbestos and may pose a hazard, especially during renovation
   • Statement on property owner’s responsibility to disclose asbestos information

2. FULL EXPLANATION OF METHODOLOGY AND RESULTS
   Results
   • History of renovation and repairs at property
   • Discussion of building condition
   • List of asbestos hazards: location, type, indicate priority hazards
   • Complete sample results
ATTACHMENT 7 – SECTION 3 CLAUSE and CERTIFICATION

SECTION 3 CLAUSE
(24 CFR Part 135.38)

All section 3 covered contracts shall include the following clause (referred to as the 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 of 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 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
CERTIFICATION FOR RESIDENT SEEKING SECTION 3 PREFERENCE IN TRAINING AND EMPLOYMENT

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year’s income tax filing.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____________________________________ , am a legal resident of __________________ and meet the income eligibility guidelines for a low- or very-low-income person, as included in this Certification.

My permanent address is:  _________________________________________________________

I have attached the following documentation as evidence of my status (not all may apply but at least one must be provided):

☐ Copy of lease  ☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in public assistance program  ☐ Copy of the most recent year’s income tax return

☐ Other evidence:______________________________________________________________

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

___________________________       _________________
Authorizing Name (Print)   Signature    Date
### FY 2020 Median Family Income for Flint and Genesee County MSA - $62,400

#### Section 3

**Maximum Income Limits**

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<th>Number in Household</th>
<th>Very-Low Income</th>
<th>Low Income</th>
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<tr>
<td>Two Person</td>
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<tr>
<td>Three Person</td>
<td>$28,800</td>
<td>$34,560</td>
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<tr>
<td>Four Person</td>
<td>$31,950</td>
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