



STATE LAND BANK AUTHORITY
REQUEST FOR PROPOSALS
RFP 2023-005
 BLIGHT ELIMINATION PROGRAM
 ROUND 2

Important Dates:

Event	Date Due	Time Due	Method of Communication
RFP Release	April 10, 2023		SLBA Website
Questions on RFP	open		Send questions to: landbank@michigan.gov
Answers to Questions	no later than ten (10) days after proper receipt		SLBA website
Submissions Due	May 31, 2023		Send submissions to: landbank@michigan.gov
Award/Reject	no later than June 30, 2023		Direct

REMINDER

Please check your submission to make sure you have included all of the information which is required in this Request for Proposals (“RFP”). In addition, please submit files as noted on the RFP cover page which include the following:

- Cover Sheet (Attachment A)
- Submission Checklist (Attachment E)
- Grant Proposal (Section II)

Submit marked electronic files of your Grant Proposal as noted on the RFP cover page. The State Land Bank Authority (“SLBA”) will review submissions as stated in the Submission Period. Future submissions shall be received under a separate RFP(s), as applicable. **Submissions will only be accepted as noted on the RFP cover page.**

RESPONDENTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE FILE NAME OF YOUR SUBMISSION:

- “RFP 2023-005 Grant Proposal”

The SLBA will not respond to telephone inquiries, or visitation by Respondents, or their representatives. Respondent’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.

State Land Bank Authority
Post Office Box 30766
Lansing, Michigan 48909
landbank@michigan.gov

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REQUEST FOR PROPOSALS
RFP 2023-005

BLIGHT ELIMINATION PROGRAM
(ROUND 2)

This RFP is issued by the SLBA. The SLBA is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. The SLBA is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any potential Contract(s) awarded as a result of this RFP. The SLBA will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The SLBA will not respond to telephone inquiries, or visitation by Respondents or their representatives. Respondent's sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

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Post Office Box 30766
Lansing, Michigan 48909
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**SECTION I
STATEMENT OF WORK**

A) PURPOSE & BACKGROUND STATEMENT

PA 166 of 2022, Section 1094f(2), appropriated monies to SLBA for blight elimination grants. The purpose of this RFP is to provide grant dollars to land bank authorities and local units of government to address blighted properties in their communities (“Program”). A total of \$21,550,000 is to be awarded on a competitive basis. The SLBA seeks eligible applicants (land bank authority, county, city, village, or township) to apply for blight elimination grant opportunities within its jurisdiction. The maximum award allowed under this RFP (during round 2) will be capped at \$1,000,000 per Land Bank Authority or County without a Land Bank Authority.

B) DEFINITIONS

“Contract” has the meaning set forth in Section IV(A)(1) of this RFP.

“Eligible Activity(ies)” means:

- i. Demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding.
- ii. Stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements.
- iii. Matching or gap funds for environmental remediation needed to comply with Department of Environment, Great Lakes, and Energy standards and limited site preparation costs to remove other predevelopment hurdles on publicly owned residential, commercial, or industrial parcels.
- iv. Project administration directly related to activities under subdivisions (i), (ii), or (iii) for up to eight percent (8%) of a Respondent’s total grant award.

“Eligible Property(ies)” means:

- i. Any property owned or under the control of a land bank fast track authority under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.
- ii. Any vacant residential, commercial, or industrial property that is blighted. A property is considered blighted if it meets any of the following criteria;
 - a) the property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance;
 - b) the property has had utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 1 year or more, rendering the property unfit for its intended use; or
 - c) the property is tax-reverted and owned by this state, a county, or a municipality.

“JEC” has the meaning set forth in Section III(D)(2)(a) of this RFP.

“Program” has the meaning set forth in Section I(A) of this RFP.

“Prosperity Regions” means those regions as shown on the map attached as Attachment C.

“Remaining Guaranteed Minimums” means those funds as shown on the attached Attachment D.

“Respondent” means a land bank authority, county, city, village, or township.

- i. In areas served by a land bank authority, the land bank authority shall act as the lead applicant within its jurisdiction.
- ii. In areas not served by a land bank authority, a county, city, village, or township may apply for funding directly.

“RFP” means this Request for Proposals, (RFP 2023-005).

“Rural County” means a county with a population of 50,000 or less, according to the most recent decennial census.

“SLBA” means the State Land Bank Authority, a Michigan public body corporate and politic, created under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, as amended.

“Submission Period” means April 10, 2023 thru May 31, 2023.

C) GRANT REQUIREMENTS

Grants shall be distributed on a competitive basis, and in conformity with the following:

- i. Not less than five percent (5%) of total Program funds (\$1,077,500) shall be allocated to each of the state's ten (10) Prosperity Regions.
- ii. Rural Counties are eligible for a guaranteed minimum allocation of \$200,000. In a Rural County served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iii. County or city land bank authorities operating outside a Rural County are eligible for a guaranteed minimum allocation of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- iv. A Rural County or land bank authority may apply for grants above the guaranteed minimum of \$200,000. In areas served by a land bank authority, the land bank authority must serve as the lead applicant for grants within its jurisdiction.
- v. In areas not served by a land bank authority, a county, city, village, or township may apply for a grant directly.

The maximum award allowed under this RFP (Round 2) will be capped at \$1,000,000 per Land Bank Authority or County without a Land Bank Authority. For counties that are eligible for a guaranteed minimum of \$200,000, any of those Remaining Guaranteed Minimums not captured in RFP 2023-001 (Round 1) are available under this RFP. All Remaining Guaranteed Minimums are shown on Attachment D.

Respondents may apply for grants above the guaranteed minimum of \$200,000. However, if an award cannot be funded in whole by the SLBA as requested by the Respondent, then the Respondent must provide evidence that it is able to cover any unfunded portion of the request in able for the proposed project to be completed. If Respondent is requesting multiple proposed projects to be funded by the SLBA, Respondent must prioritize the proposed projects it wishes to

fund if the SLBA is unable to fund the request in whole.

Respondent shall have two options in applying for Program funds: (i) Respondent may apply for grant funds to undertake the proposed project itself, or (ii) Respondent may apply for SLBA assisted grant funds (for demolition Eligible Activities only) to be administered by the SLBA in cooperation with Respondent.

A land bank authority acting as a lead applicant must establish itself to be in good standing with the requirements of its Intergovernmental Agreement, meaning, at a minimum: (i) its Board of Directors is properly established, and (ii) its most recent annual report has been filed with the SLBA accordingly. Proof may be requested.

Respondent must demonstrate the capacity to administer the grant funds in a cost-efficient manner and to meet applicable deadlines including specific information on staffing, status of procured contractors and ability to procure and manage the proposed project. Respondent may be asked for additional information and documentation.

An Eligible Property must be owned by or under the control of the Respondent as provided in Section II(B)(6) below. Proof of site control shall be included with the submission package. Program funds used for Eligible Activities on privately-owned Eligible Property will require that a lien in favor of the SLBA be placed on the privately-owned Eligible Property. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.

If a project involves mobile homes, then satisfactory certificate of mobile home title and ownership must be demonstrated. For more information, visit [Mobile homes \(michigan.gov\)](http://www.michigan.gov/mobilehomes).

Scoring Criteria:

- i. Development Catalyst and Community Impact Opportunities (30 possible points): Explain how the project will complement or enhance any existing economic conditions and/or development in or near the project area. A development catalyst or community impact opportunity may be any recent or current public or private investment project intended to have a positive economic effect within the community, such as downtown redevelopment or housing (re)development (e.g., green space to enhance existing or planned recreational areas, property investment by neighbors, preservation of local structures of significance, etc.). Include any details available about future plans of the subject property or how existing or planned redevelopment on surrounding properties may be positively affected.
- ii. Local Support (20 possible points): Explain the degree of local government support, community engagement in the planning process and community support for the proposed Eligible Activities. Letters of support are highly suggested as a demonstration of this support.
- iii. Public Safety (20 possible points): Explain how the project will promote public safety. For example, a project that targets demolition to eliminate unsafe structures near a school, hospital, business district, residential neighborhood, or core neighborhood institution increases public safety. Include additional information such as the condition of the property, any incidents of trespass or criminal activity at the site, etc.

- iv. Additional Investment (5 possible points): Describe any additional public or private investment including matching funds or other funding sources. Please provide a list of leveraged sources, describe their use in the project, and attach evidence of written commitment.

Match Range:

> 75%	(5 points)
51% - 75%	(4 points)
26% - 50%	(3 points)
10% - 25%	(2 points)
< 10%	(1 point)
No Match	(0 points)

All costs to be reimbursed as Eligible Activities shall be limited to those Eligible Activities incurred after an award has been made by the SLBA pursuant to this RFP and a Grant Agreement executed with the SLBA, unless otherwise pre-approved by SLBA.

Any Eligible Activities proposed in the submission package of Respondent must be completed and all necessary documentation submitted by **September 30, 2024**. Payment of grants funds will be on a reimbursement basis, unless otherwise pre-approved by SLBA.

Awardees will be required to provide regular, written progress reports to the SLBA detailing work completed, a detailed accounting of the project, project milestones and other relevant information.

SLBA will conduct a kick-off meeting(s) for selected awardees. These may be held in person or via a Microsoft Teams meeting or similar venue. Topics will include identifying and handling environmental issues, hiring qualified contractors, how to verify state required licenses and notifications, and required documentation.

SECTION II SUBMISSION FORMAT

To be considered, each Respondent must submit a COMPLETE submission in response to this RFP using the format specified. Respondent's submission must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Respondent to be essential to a complete understanding of the submission. Each section of the submission should be clearly identified with appropriate headings:

A) **SUBMISSION**

Respondent may provide its submission package for consideration as follows:

1. One (1) complete electronic copy of the submission package must be received via email to landbank@michigan.gov before **5:00 pm EST on May 31, 2023**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. Respondent shall limit its submission package file(s) to 15MB per file. Respondent may send more than one file for its submission package in response to this RFP.

B) **SUBMISSION REQUIREMENTS & FORMAT**

The submission package shall include the following items to be considered:

1. Letter of Interest. The Letter of Interest shall contain Respondent name(s), address, county, contacts name, title, email, and telephone number to be contacted for clarification or additional information regarding submissions. If the Respondent is applying on behalf of an entity other than itself, Respondent shall also include the name(s), address, county, and contact information of such entity. If the Respondent is a land bank authority, Respondent shall also include a board resolution authorizing engagement regarding this RFP. The Letter of Interest shall identify the name of the individual(s) authorized to sign the offer, the Contract and any amendments thereto for each Respondent. The Letter of Interest shall be signed by the person designated to represent the Respondent.
2. Detailed Project Description. Provide the following, as applicable:
 - A. Demolition Activities
 - i. Provide a property list with:
 - a. Full address;
 - b. Parcel number(s);
 - c. Condition assessment;
 - d. Ownership information (include current deed);
 - e. Mobile home ownership (include valid title or proof of affixture); and
 - f. Current photo of structure demonstrating blight condition.
 - ii. Identify how the subject property(ies) meets the definition of an Eligible Property.
 - iii. Disclose any known environmental problems (e.g., contaminants, asbestos, lead, etc.).

- iv. Identify any property slated for demolition that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for demolition.
- v. Provide a map of the project area that also has the subject property(ies) identified.
- vi. Describe planned post-demolition use of the land, if immediately applicable.
- vii. Provide an itemized budget, including all Eligible Activities, showing all funding sources and costs for project.

B. Stabilization Activities

- i. Provide a property list with:
 - a. Full address;
 - b. Parcel number(s);
 - c. Condition assessment;
 - d. Ownership information (include current deed);
 - e. Mobile home ownership (include valid title or proof of affixture); and
 - f. Current photo of structure demonstrating blight condition.
- ii. Identify how the subject property(ies) meets the definition of an Eligible Property.
- iii. Disclose any known environmental problems. (e.g., contaminants, asbestos, lead, etc.).
- iv. Identify any property slated for stabilization that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for stabilization.
- v. Provide a map of the project area that also has the subject property(ies) identified.
- vi. Describe the post-stabilization plan and timeline, if immediately applicable.
- vii. Provide an itemized budget, including all Eligible Activities, showing all funding sources and costs for project.

C. Environmental Remediation / Site Preparation Costs

- i. Provide a property list with:
 - a. Full address;
 - b. Parcel number(s);
 - c. Condition assessment;
 - d. Ownership information (include current deed);
 - e. Mobile home ownership (include valid title or proof of affixture); and
 - f. Current photo of structure demonstrating blight condition;
 - g. Previous property uses and potential contaminants or Recognized Environmental Conditions (RECs);
 - h. Known contaminants, if any; and
 - i. Contaminant Exposure Pathways of concern.
 - Unknown
 - Direct Contact
 - Drinking Water
 - Groundwater/Surfacewater Interface (GSI)
 - Volatilization to Indoor Air
 - Ambient Air

- ii. Identify how the subject property(ies) meets the definition of an Eligible Property.
 - iii. Provide Environmental Site Assessments, if available (e.g. Phase I, Phase II, Baseline Environmental Assessment, asbestos analysis, lead paint, etc.).
 - iv. Provide explanation of proposed remedial activities.
 - v. Identify any property slated for remediation or site preparation that is in an historic district or listed in the National Register of Historic Places and attach appropriate approvals for remediation or site preparation.
 - vi. Provide a map of the project area that also has the subject property(ies) identified.
 - vii. Provide maps showing the known contamination relative to the building footprint and/or development plan.
 - viii. Describe the plan for the land after remediation or site preparation.
 - ix. Provide an itemized budget, including all Eligible Activities, showing all sources and costs for project (must identify the gap and/or match requirement).
3. Narrative. Include a narrative summary description of the proposed project, Eligible Property(ies) and of the Eligible Activity(ies) that will be completed.
4. Scoring. Respondent shall provide a detailed narrative of the proposed project(s) in order to support each of the four (4) scoring categories, as described in Section I(C) of this RFP. Failure to provide detailed answers to each of these scoring categories may result in a Respondent receiving no points for any category without a detailed answer, thereby reducing the Respondent's probability of award.
5. Budget. Provide a detailed project budget estimate including all Eligible Activities (if applicable, include quote(s) from qualified contractor(s)). The budget estimate (including project administration costs, lead and asbestos survey costs, contingency costs, etc.) shall include project timeframes and anticipated start and end dates.
6. Site Control. Respondent shall demonstrate site control for any proposed Eligible Property within its submission package. Site control means one of the following:
- (i) owned by or under the control ("under the control" shall mean the party has the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies)) of Respondent;
 - (ii) owned by or under the control of a local unit of government;
 - (iii) proof that Respondent or local unit of government has entered into an executed written agreement (e.g., option or similar agreement) which allows for acquisition of a proposed Eligible Property;
 - (iv) Respondent or local unit of government has by operation of law the authority and ability to exercise control over the Eligible Property to undertake Eligible Activity(ies); or
 - (v) Respondent or local unit of government has entered into a written agreement with an Eligible Property owner consenting to the Respondent or local unit of government having Eligible Activity(ies) performed at the proposed property. Projects for Eligible Activities pursuant to Section 1094f.(2)(c) must demonstrate that the Eligible Property is a publicly owned residential, commercial, or industrial parcel(s).

7. Administration of Project Funds and Project Management. Respondent shall demonstrate it has the experience and capacity to undertake the proposed project. Respondent shall demonstrate the capacity to administer the Program funds in a cost-efficient manner, meet applicable deadlines, and provide specific information on staffing, status of procured demolition contractor(s), and ability to procure and manage onsite work.

Alternatively, Respondent may apply for a SLBA assisted grant (demolition Eligible Activities only), administered by the SLBA. For a SLBA assisted grant, the SLBA will work in cooperation with Respondent to procure contractor(s) and manage the demolition process.

8. Additional Information and Comments. Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

**SECTION III
RFP PROCESS AND TERMS & CONDITIONS**

A) QUESTIONS

Questions from any Respondent concerning the specifications in this RFP must be received via e-mail to landbank@michigan.gov.

B) SUBMISSIONS

To be considered, Respondent must submit a complete response to this RFP, using the format provided in Section II of this RFP, as noted on the RFP cover page. No other distribution of submission is to be made by a Respondent.

The Cover Sheet must be **signed physically or electronically** by the Respondent's Authorized Signatory. The Cover Sheet, Attachment A, must be the first page of the Grant Proposal.

C) ECONOMY OF PREPARATION

Each submission should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

The selection of a qualified Respondent will be based on SLBA's review on content and quality of submittals in addressing the requirements described in this RFP and PA 166 of 2022, and each submission will be evaluated on a two-step selection process described below. This RFP is not a binding agreement. Submittals will be assessed in accordance with the evaluation criteria, and Respondents will be notified whether they have been selected.

1) Step I – Initial Evaluation for Compliance

- a) *Submission Content* – SLBA staff will screen the submissions for technical compliance to include, but not be limited to:
- timely submission of the submission package
 - submission is signed physically or electronically
 - submission satisfies the form and content requirements of this RFP

2) Step II – Criteria for Satisfactory Submissions

- a) Only submissions satisfying Step I will be considered by a Joint Evaluation Committee (“JEC”) comprised of individuals selected by the SLBA. Only those submissions that satisfy the submission content requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Respondent.

- b) *Scoring Criteria* – The Respondent should indicate its ability to meet the requirements of this RFP.

		Points Possible
1.	<i>Development Catalyst and Community Impact Opportunities</i>	30
2.	<i>Local Support</i>	20
3.	<i>Public Safety</i>	20
4.	<i>Additional Investment</i>	5
TOTAL		75

E) RESPONDENTS COSTS

SLBA will not reimburse Respondent for any cost(s) involved in the preparation and submission of its response to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate SLBA to accept or contract for any expressed or implied services.

F) TAXES

The SLBA may refuse to qualify a Respondent if the Respondent has an outstanding debt to the State of Michigan or the SLBA.

Except as otherwise disclosed in an exhibit to the submission, Respondent certifies that as of the date the Respondent's qualifications were submitted to the SLBA the Respondent owes no outstanding debt to the State of Michigan or the SLBA.

G) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Respondent's submission, Respondent is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan.

H) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Respondent's submission, there is no criminal litigation, investigations or proceedings, or any administrative investigations, nor has there been within the three-year period preceding this RFP, involving the Respondent or any of the Respondent's elected officials or employees. In addition, Respondents must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Respondent is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Respondent; or (2) a claim or written allegation of fraud or breach of contract against Respondent, by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Respondent is prevented from disclosing under the terms of the settlement may be annotated as such.

I) FALSE INFORMATION

If the SLBA determines that a Respondent purposefully or willfully submitted false information in response to this RFP, the Respondent will not be considered and will result in disqualification and any resulting Contract that may have been executed may be terminated.

J) DISCLOSURE

All Respondents should be aware that submissions submitted to the SLBA in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Respondents' submissions. Respondents, however, are encouraged to provide sufficient information to enable the SLBA to determine the Respondent's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of a Contract and any attachments or exhibits thereto.

K) CLARIFICATION/CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on SLBA's website. Respondents are encouraged to regularly check for changes or other information related to this RFP.

L) ELECTRONIC BID RECEIPT

RESPONDENT SUBMISSIONS MUST BE RECEIVED AS NOTED ON THE RFP COVER PAGE. Respondent is responsible for timely submission of its documentation. THE SLBA HAS NO OBLIGATION TO CONSIDER ANY SUBMISSION THAT IS NOT RECEIVED BY THE APPOINTED DATE AND TIME.

M) RESERVATION OF SLBA DISCRETION

Notwithstanding any other statement in this RFP, the SLBA reserves the right to:

- 1) reject any and all submissions;
- 2) waive any errors or irregularities in the bidding process or in any submission;
- 3) rebid the project;
- 4) negotiate with any Respondent for a reduced price, or for an increased price to include any alternates that the Respondent may propose;
- 5) revise or reduce the scope of the project, and rebid or negotiate with any Respondent regarding the revised project;
- 6) defer or abandon the project;
- 7) amend or revise the RFP; AND/OR
- 8) request clarification of information submitted and to request additional information of one or more Respondents.

The SLBA's decision is final and not subject to appeal. Any attempt by a Respondent, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the submission or awards process in general may result in the Respondent's disqualification and elimination from the award process.

N) JURISDICTION

The laws of the State of Michigan shall govern this RFP. The parties shall make a good faith effort to resolve any controversies that arise regarding this RFP. If a controversy cannot be resolved, the parties agree that any legal actions concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Respondent acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Respondent resides, in or outside of the United States.

O) TERMINATION OR REALLOCATION OF FUNDING

If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this RFP, SLBA may terminate this RFP, and any subsequent Contract. Upon such termination of funding, SLBA shall have no further obligation to provide Program funds.

Program awards will be revoked and the funds reallocated if the Respondent fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated according to scores of unfunded proposals, or parts of proposals, submitted as part of this RFP process, or as the SLBA otherwise sees fit consistent with PA 166 of 2022.

**SECTION IV
CONTRACTUAL TERMS & CONDITIONS**

A) CONTRACT TERMS & CONDITIONS

- 1) The Contract – A successful Respondent will be subject to the terms and conditions of the SLBA's Grant Agreement (the "Contract") upon execution of the Contract by the SLBA and Respondent. The standard terms and conditions of the Contract are attached to this RFP as Attachment B.
- 2) Term of Work – All Eligible Activities proposed in the submission package of a successful Respondent must be completed by September 30, 2024.
- 3) Modification of Service – Any modifications to the Contract must be made in writing and may include the addition or deletion of activities or any other modifications deemed necessary. Any changes in pricing proposed by the Respondent resulting from the requested changes are subject to acceptance by the SLBA.

In the event changes are not acceptable to the SLBA, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Award of Contract – The SLBA reserves the right to award all or any part of this RFP as provided for in PA 166 of 2022.

B) SUCCESSFUL RESPONDENT RESPONSIBILITIES

A successful Respondent will be required to assume responsibility for all Eligible Activities allowed in this RFP whether or not the Respondent performs them. Further, the SLBA will consider the successful Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of a successful Respondent to accept these obligations may result in cancellation of the award.

ATTACHMENT A

RFP RESPONSE COVER SHEET FORM
(attach as a cover sheet to your submission file)
BLIGHT ELIMINATION PROGRAM
RFP 2023-005

General Information:

Land Bank Authority County City Village Township

Respondent Name: _____

Address: _____

County: _____ Prosperity Region #: _____

Applying on behalf of (as applicable): _____

Telephone #: _____ Fax #: _____

Contact's Name and Email Address: _____

Name and Title of Authorized Signatory: _____

Requested Grant Amount: \$ _____

SIGMA ID #: _____ SIGMA Address Code: _____

Certifications: Authorized Signatory to initial each of the following, as applicable:

_____ Respondent certifies that it is not presently subject to any legal action or judgement, as described in Section III(H).

_____ Respondent certifies that all obligations are paid to the State of Michigan as of this date.

_____ Respondent certifies that it owes no outstanding debt to the State of Michigan or SLBA.

_____ Respondent certifies that it is in good standing with the requirements of its Intergovernmental Agreement, if applicable.

Signature of Authorized Signatory

Date: _____

*Your SIGMA ID Number is located in your State of Michigan vendor file. If you are not currently registered as a vendor with the State of Michigan, you may go to: www.michigan.gov/SIGMAVSS and register. If you have any problems, please contact the SIGMA helpline at 1-800-856-6246.

ATTACHMENT B

SAMPLE CONTRACT

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
GRANTEE**

This Grant Agreement (“Contract”) is made between the State Land Bank Authority (the “SLBA”) and Grantee (the “Grantee”). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a “Party” or collectively as “Parties”.

Grantee: Name
 Address
 Address

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of XXX Dollars (\$XXX) in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 166 of 2022. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee’s Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee’s Application, dated MONTH XX, 2023, is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: MONTH XX, 2023
Reimbursement Submission Date: September 30, 2024
Contract End Date: December 31, 2024

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except between the Contract Start Date and the Contract End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Contract End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:

XXX
Post Office Box 30766
Lansing, Michigan 48909
(517) 335-8212
XXX@michigan.gov

Grantee Contact:

Name
Address
Address
Phone
email@XXX.com

IV. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS. The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Exhibit A of this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide.

VI. GRANTEE RESPONSIBILITIES.

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.
- F. The Grantee is responsible for having the appropriate site control as required by PA 166 of 2022 and the SLBA's RFP 2023-005.

- G. The Grantee is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to SLBA and the local unit of government.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-13, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified in Grantee's submission package are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this contract for lack of adequate funding sources.

VII. USE OF MATERIAL. Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the SLBA funded all or a portion of its development.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY. The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS. The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION. The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES. The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY.

A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgements or costs merely by providing grant funding.

B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.

- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING. Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, elected officials or employees, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

- XVI. AUDIT AND ACCESS TO RECORDS.** Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of the project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.
- XVII. INSURANCE.** The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of business liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.
- XVIII. OTHER SOURCES OF FUNDING.** The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.
- XIX. COMPENSATION.**
- A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.
 - B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.
 - C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
 - D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
 - E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
 - F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

XX. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 166 of 2022) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
 - iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above; or
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee 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.
 - b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
 - i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

- ii. 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;
- iii. convicted under State or federal antitrust statutes;
- iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
- v. added to the federal or state Suspension and Debarment list.

B. If the Contract is terminated, the SLBA reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS. The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

XXIV. PUBLICITY. Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

XXV. DISCLOSURE OF LITIGATION. Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

XXVI. REALLOCATION OR TERMINATION OF FUNDING. If the State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide grant funds.

Program awards will be revoked and the funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining funds may be reallocated as the SLBA otherwise sees fit consistent with PA 166 of 2022.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

GRANTEE

Dated: _____

By: Authorized Signer
Its: Title

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the blight elimination activities of the property listed below:

Parcel Number: XXX
Commonly known as: XXX

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property identified in Section I of this Exhibit A by the Contract End Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with the requirements set forth in this project scope.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
 - <https://www.michigan.gov/leo/bureaus-agencies/miosha/divisions/construction-safety-and-health-division/asbestos-program>
 - <https://www.michigan.gov/egle/about/organization/air-quality>
 - <https://www.michigan.gov/egle/about/organization/air-quality/asbestos>
 - https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
 - <http://www.epa.gov/asbestos>.
- D. Demolition includes abatement of hazardous materials, the complete razing and removal of a structure and basement or foundation, removal of associated drives and parking areas, fill with approved fill dirt, topsoil and seeding of the site, or an alternative approved by the Grantee. All work is to be completed in compliance with all local and state laws and regulations.
- E. Stabilization activities include the stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements. All work is to be completed in compliance with all local and state laws and regulations.

- F. Remediation activities include matching or gap funds for environmental remediation needed to comply with Michigan Department of Environment, Great Lakes, and Energy standards and limited site preparation costs to remove other predevelopment hurdles on publicly owned residential, commercial, or industrial parcels. All work is to be completed in compliance with all local and state laws and regulations.
- G. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- H. The Grantee is responsible for.
 - a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property identified in Section I of this Exhibit A by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information.
 - i. Site Control
 - ii. Photos demonstrating the level of blight at the property
 - iii. For Demolition Activities:
 - 1. Gas, Electric, and Water wrecking clearances
 - 2. Procurement documents - RFP, Contracts, Bid Tabulations
 - 3. Asbestos and Hazardous Material Survey

4. Phase I and Phase II Assessments, if conducted
 5. NESHAP 10- Day Notice – Abatement
 6. Abatement Clearance
 7. Signed Abatement Waste Manifests
 8. NESHAP 10- Day Notice – Demo
 9. Demo Permit
 10. Open Hole Inspection and Picture
 11. Grantee-Approved invoices from contractors
 12. Approved/Closed Demolition Permit
- iv. For Stabilization Activities:
 1. Procurement Documents - RFP, Contracts, Bid Tabulations
 2. Environmental Assessments (if conducted)
 3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 4. Applicable Permit(s) for Eligible Activities at the Project Location
 5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 6. Approved/Closed Applicable Permit(s)
 - v. For Remediation Activities:
 1. Procurement Documents - RFP, Contracts, Bid Tabulations
 2. Environmental Assessments and Due Care Plans
 3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 4. Applicable Permit(s) for Eligible Activities at the Project Location
 5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 6. Approved/Closed Applicable Permit(s)
 - vi. Lien Waivers from all Subcontractors
 - vii. Post Activity Photo
 - viii. Signed Remediation and/or Demolition Waste/Recycling Manifests

III. PROJECT REIMBURSEMENT AND COMPLETION. The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B, and copies of all supporting documentation. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
RFP 2023-005
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

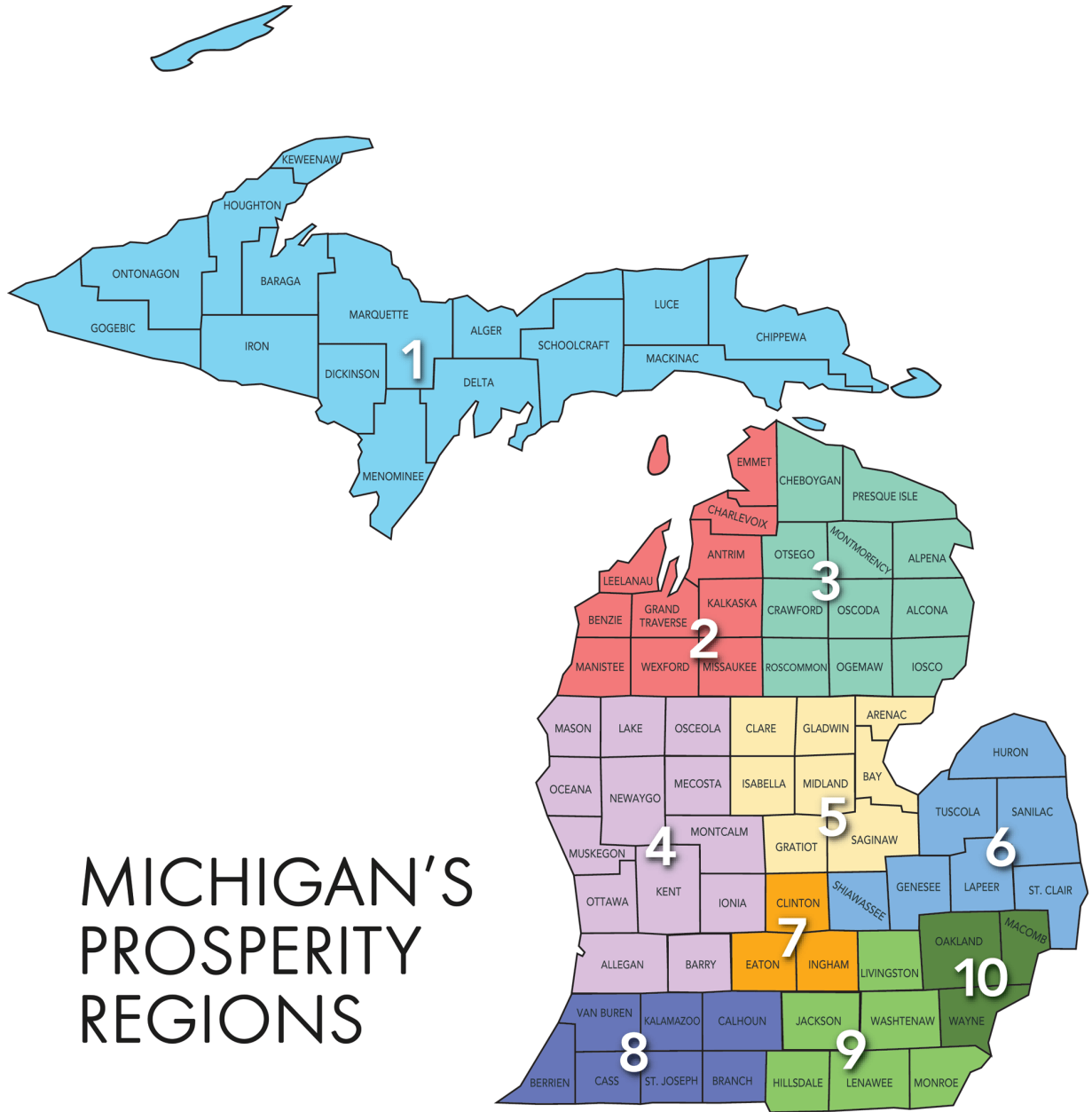
SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

Address Code: _____

Documents Attached:

ATTACHMENT C

PROSPERITY REGIONS MAP



MICHIGAN'S
PROSPERITY
REGIONS

ATTACHMENT D

REMAINING GUARANTEED MINIMUMS

https://www.michigan-demographics.com/counties_by_population

Prosperity Region	Counties	2020 Population	Has LB	No LB	5% Allocation per Region	Minimum Guaranteed	Awarded (Round 1)	Remaining Guaranteed Minimum	Remaining 5% Allocation
1	Alger	9,098	X			\$200,000.00		\$200,000.00	
1	Baraga	8,337	X			\$200,000.00	\$128,774.00	\$71,226.00	
1	Chippewa	37,418		X		\$200,000.00	\$200,000.00	\$0.00	
1	Delta	35,874	X			\$200,000.00		\$200,000.00	
1	Dickinson	25,373	X			\$200,000.00		\$200,000.00	
1	Gogebic	14,715	X			\$200,000.00	\$200,000.00	\$0.00	
1	Houghton	35,890	X			\$200,000.00	\$200,000.00	\$0.00	
1	Keeweenaw	2,102		X		\$200,000.00		\$200,000.00	
1	Iron	11,099		X		\$200,000.00		\$200,000.00	
1	Luce	6,286		X		\$200,000.00		\$200,000.00	
1	Mackinac	10,781		X		\$200,000.00	\$50,805.90	\$149,194.10	
1	Marquette	66,403	X			\$200,000.00	\$200,000.00	\$0.00	
1	Menominee	22,902		X		\$200,000.00		\$200,000.00	
1	Ontonagon	5,802	X			\$200,000.00	\$200,000.00	\$0.00	
1	Schoolcraft	8,031		X		\$200,000.00	\$200,000.00	\$0.00	
					\$1,077,500.00	\$3,000,000.00	\$1,379,579.90	\$1,620,420.10	\$0.00
2	Antrim	23,301		X		\$200,000.00	\$27,680.00	\$172,320.00	
2	Benzie	17,703	X			\$200,000.00	\$120,738.00	\$79,262.00	
2	Charlevoix	26,197	X			\$200,000.00	\$55,230.00	\$144,770.00	
2	Emmet	33,175	X			\$200,000.00	\$75,416.00	\$124,584.00	
2	Grand Traverse	92,640	X			\$200,000.00	\$200,000.00	\$0.00	
2	Kalkaska	17,725		X		\$200,000.00	\$139,685.16	\$60,314.84	
2	Leelanau	21,649	X			\$200,000.00	\$57,000.00	\$143,000.00	
2	Manistee	24,539	X			\$200,000.00	\$54,648.00	\$145,352.00	
2	Missaukee	15,075	X			\$200,000.00	\$200,000.00	\$0.00	
2	Wexford	33,433		X		\$200,000.00	\$196,609.00	\$3,391.00	
					\$1,077,500.00	\$2,000,000.00	\$1,127,006.16	\$872,993.84	\$0.00
3	Alcona	10,396		X		\$200,000.00		\$200,000.00	
3	Alpena	28,431		X		\$200,000.00		\$200,000.00	
3	Cheboygan	25,435		X		\$200,000.00	\$48,146.00	\$151,854.00	
3	Crawford	13,904		X		\$200,000.00	\$60,856.60	\$139,143.40	
3	Iosco	25,213		X		\$200,000.00	\$50,247.00	\$149,753.00	
3	Montmorency	9,270		X		\$200,000.00		\$200,000.00	
3	Presque Isle	12,687	X			\$200,000.00		\$200,000.00	
3	Ogemaw	20,895	X			\$200,000.00		\$200,000.00	
3	Oscoda	8,282		X		\$200,000.00		\$200,000.00	
3	Otsego	24,613		X		\$200,000.00		\$200,000.00	
3	Roscommon	23,863		X		\$200,000.00	\$12,340.00	\$187,660.00	
					\$1,077,500.00	\$2,200,000.00	\$171,589.60	\$2,028,410.40	\$905,910.40
4	Allegan	117,104		X				\$0.00	
4	Barry	61,045		X				\$0.00	
4	Kent	652,617		X			\$177,200.00	\$0.00	
4	Ionia	64,401	X			\$200,000.00		\$200,000.00	
4	Lake	11,805	X			\$200,000.00	\$143,320.00	\$56,680.00	
4	Mason	29,062		X		\$200,000.00		\$200,000.00	
4	Mecosta	43,481		X		\$200,000.00		\$200,000.00	
4	Montcalm	63,516		X				\$0.00	
4	Muskegon	173,679	X			\$200,000.00	\$200,000.00	\$0.00	
4	Newaygo	48,687		X			\$200,000.00	\$0.00	
4	Oceana	26,545	X			\$200,000.00		\$200,000.00	
4	Osceola	23,323	X			\$200,000.00		\$200,000.00	
4	Ottawa	289,162	X			\$200,000.00	\$200,000.00	\$0.00	
					\$1,077,500.00	\$1,600,000.00	\$920,520.00	\$1,056,680.00	\$156,980.00

https://www.michigan-demographics.com/counties_by_population

Prosperity Region	Counties	2020 Population	Has LB	No LB	5% Allocation per Region	Minimum Guaranteed	Awarded (Round 1)	Remaining Guaranteed Minimum	Remaining 5% Allocation
5	Arenac	15,013	X			\$200,000.00		\$200,000.00	
5	Bay	103,506	X			\$200,000.00	\$168,325.79	\$31,674.21	
5	Clare	30,655	X			\$200,000.00		\$200,000.00	
5	Gladwin	25,312	X			\$200,000.00	\$33,500.00	\$166,500.00	
5	Gratiot	40,692		X		\$200,000.00		\$200,000.00	
5	Isabella	70,363		X				\$0.00	
5	Midland	83,445		X				\$0.00	
5	Saginaw	191,166	X			\$200,000.00	\$200,000.00	\$0.00	
					\$1,077,500.00	\$1,200,000.00	\$401,825.79	\$798,174.21	\$675,674.21
6	Genesee	406,770	X			\$200,000.00	\$200,000.00	\$0.00	
6	Huron	31,105	X			\$200,000.00	\$200,000.00	\$0.00	
6	Lapeer	87,975	X			\$200,000.00		\$200,000.00	
6	Sanilac	41,179	X			\$200,000.00		\$200,000.00	
6	Shiawassee	68,176	X			\$200,000.00	\$146,340.00	\$53,660.00	
6	St Clair	159,285	X			\$200,000.00		\$200,000.00	
6	Tuscola	52,683	X			\$200,000.00	\$145,800.00	\$54,200.00	
					\$1,077,500.00	\$1,400,000.00	\$692,140.00	\$707,860.00	\$385,360.00
7	Clinton	78,957		X				\$0.00	
7	Eaton	109,730	X			\$200,000.00		\$200,000.00	
7	Ingham	290,923	X			\$200,000.00	\$648,972.00	\$0.00	
					\$1,077,500.00	\$400,000.00	\$648,972.00	\$200,000.00	\$428,528.00
8	Berrien	153,797	X			\$200,000.00	\$144,720.00	\$55,280.00	
8	Branch	43,428		X		\$200,000.00		\$200,000.00	
8	Calhoun	133,943	X			\$200,000.00	\$200,000.00	\$0.00	
8	Cass	51,613	X			\$200,000.00	\$159,226.40	\$40,773.60	
8	Kalamazoo	264,322	X			\$200,000.00	\$200,000.00	\$0.00	
8	St Joseph	60,789		X				\$0.00	
8	Van Buren	75,416	X			\$200,000.00	\$137,880.00	\$62,120.00	
					\$1,077,500.00	\$1,200,000.00	\$841,826.40	\$358,173.60	\$235,673.60
9	Hillsdale	45,707		X		\$200,000.00	\$67,210.00	\$132,790.00	
9	Jackson	158,174	X			\$200,000.00		\$200,000.00	
9	Lenawee	98,310	X			\$200,000.00	\$248,694.30	\$0.00	
9	Livingston	190,832		X				\$0.00	
9	Monroe	150,000	X			\$200,000.00	\$356,580.00	\$0.00	
9	Washtenaw	368,385		X				\$0.00	
					\$1,077,500.00	\$800,000.00	\$672,484.30	\$332,790.00	\$405,015.70
10	Macomb	870,893		X				\$0.00	
10	Oakland	1,255,340	X			\$200,000.00	\$200,000.00	\$0.00	
10	Wayne	1,753,059	X			\$200,000.00	\$427,500.00	\$0.00	
10	City of Detroit		X			\$200,000.00	\$450,000.00	\$0.00	
					\$1,077,500.00	\$600,000.00	\$1,077,500.00	\$0.00	\$0.00
					\$10,775,000.00	\$14,400,000.00	\$7,933,444.15	\$7,975,502.15	\$2,841,555.85

ATTACHMENT E

SUBMISSION CHECKLIST

Respondent may provide its submission package for consideration as follows:

1. One (1) complete electronic copy of the submission package must be received via email to landbank@michigan.gov before **5:00 pm EST on May 31, 2023**. Submission package may not be sent by mail or facsimile. Late submissions will not be accepted.
2. Respondent shall limit its submission package file(s) to 15MB per file. Respondent may send more than one file for its submission package in response to this RFP.

✓	Documentation	RFP Reference	Notes
	Cover Sheet	Attachment A	
	Letter of Interest	Section II(B)(1)	
	Board Resolution	Section II(B)(1)	for Land Banks only
	Detailed Project Description	Section II(B)(2)(A)	for Demolition Activities (with proper documentation)
		Section II(B)(2)(B)	for Stabilization Activities (with proper documentation)
		Section II(B)(2)(C)	for Remediation Activities (with proper documentation)
	Narrative	Section II(B)(3)	
	Scoring Details	Section I(C) and Section II(B)(4)	
	Budget	Section II(B)(5) and Attachment F	
	Site Control	Section II(B)(6)	with proper documentation (i.e. deed, written agreement, court order, etc.)
	Administration of Project Funds and Project Management	Section II(B)(7)	
	Additional Information and Comments	Section II(B)(8)	
	Disclosure of Litigation	Section III(H)	if applicable

ATTACHMENT F

SAMPLE BUDGET

Respondent shall utilize the Budget provided as to form which can be accessed on SLBA's website [here](#). If you have difficulty accessing the Budget, please contact the SLBA staff member assigned to your Prosperity Region.

Sample Blight Elimination Program (BEP) Budget Detail

Community Priority	Activity/Cost Categories	Guaranteed BEP Funds	Competitive BEP Funds	Other Source(s) - Non-BEP	Description of Other Source
	Demolition				
Alternate	Address and PID	123 E Business Way Metropolis MI 88-24-105-000			
	ACM/Haz Mat Survey/Ph I	\$ 8,000.00			
	Abatement	\$ 25,000.00			
	ACM Clearance	\$ 1,500.00			
	Demolition	\$ 89,000.00			
	Site Restoration	\$ 3,000.00			
	Acquisition				
	Other:				
	Other:				
	Other:				
	Administrative (8%)	\$ 10,120.00			
	Contingency	\$ 12,000.00			
	Total	\$ 148,620.00	\$ -	\$ -	Project Total \$ 148,620.00

Community Priority	Activity/Cost Categories	Guaranteed BEP Funds	Competitive BEP Funds	Other Source(s) - Non-BEP	Description of Other Source
	Stabilization				
1	Address and PID	456 Elm Gotham, MI 88-16-012-001			
	ACM/Lead Survey	-			
	Activity - Roof	\$ 184,000.00	\$ 66,000.00		
	Activity - Foundation Repairs	\$ -	\$ 10,000.00		
	Other:				
	Other:				
	Other:				
	Administrative (8%)	\$ 16,000.00	\$ 6,080.00		
	Contingency		\$ -		
	Total	\$ 200,000.00	\$ 82,080.00	\$ -	Project Total \$ 282,080.00

Community Priority	Activity/Cost Categories	Guaranteed BEP Funds	Competitive BEP Funds	Other Source(s) - Non-BEP	Description of Other Source
	Environmental Remediation				
2	Address and PID	7890 Industrial Dr Sunset View, MI 88-05-222-005			
	Activity - Underground Storage Tank Remediation		\$ 9,000.00	\$ 45,000.00	MUSTA Grant
	Other:				
	Other:				
	Other:				
	Administrative (8%)		\$ 720.00		
	Contingency		\$ 1,000.00		
	Total	\$ -	\$ 10,720.00	\$ 45,000.00	Project Total \$ 55,720.00