

October 7, 2019

TOWN OF WINDSOR
REQUEST FOR PROPOSALS
LEAD PAINT TESTING AND RISK ASSESSMENT SERVICES

INTENT AND GENERAL INFORMATION

The Town of Windsor is requesting proposals from licensed lead-based paint testing and risk assessment services for its Housing Rehabilitation Loan Program.

The Community Development Office manages the program which assists low- and moderate-income households by providing low-interest loans to correct code issues and bring homes up to standards or to replace roofs, furnaces, boilers and other elements necessary to ensure the continued habitability and safety of properties in emergency situations. A number of these projects also involve steps to reduce household lead-based paint exposure in the scope of work.

The selected consultant shall be responsible for compliance with all federal, state and local statutes, and regulations. All services provided shall be consistent with the requirements and guidelines of the HUD Office of Healthy Home and Lead Hazard Control and the State of Connecticut.

The Housing Rehabilitation Loan Program is financed with funds from the State of Connecticut Small Cities Community Development Block Grant (CDBG) Program and a program-income generated revolving loan fund. Federal CDBG regulations and Connecticut Department of Housing (DOH) rules apply to the expenditure of these funds. Housing rehabilitation inspection services are considered "activity delivery costs" which the DOH limits to twelve (12%) percent of total project costs.

SUBMISSION, DEADLINE AND QUESTIONS

All proposals shall be submitted in electronic format (PDF) to the following email address: James Bourke, Finance Director, bourke@townofwindsorct.com. The email subject line should be clearly marked with the words: "RFP Lead Paint Testing Services". The Town of Windsor takes no responsibility for emails that are undeliverable or delayed. It is the responsibility of the submitter to get email confirmation.

All proposals must be received by 4:30 p.m. (EDT) Tuesday, October 29, 2019. Proposals received after that time will not be considered.

As an option, an original and three (3) copies of the proposal may be placed in a sealed envelope bearing the name and address of the Consultant and clearly marked with the words: "RFP Lead Paint Testing Services" and delivered to: Mr. James Bourke, Finance Director, 275 Broad Street, Windsor, CT 06095. Such written proposals must also be received by the above-referenced deadline.

All proposals will be recorded as they are received. There will be no public reading or viewing of proposals. All proposals shall remain firm and cannot be withdrawn for a period of sixty (60) days after receipt.

Questions about the scope of services or this RFP may be directed to Jim Burke, Economic Development Director, 860-285-1877 or burke@townofwindsorct.com. All information given by the Town of Windsor, except this RFP and any written addenda, shall be informal and shall not be binding upon the Town of Windsor.

SCOPE OF SERVICES

The Town is seeking to hire a consultant to inspect housing units for lead paint and provide, as applicable, a lead hazard screen test or a Risk Assessment, and to provide specifications for recommended mitigation and/or abatement measures to be used. In circumstances where abatement is required, the consultant will re-inspect and provide clearance testing. As part of the requested services, the Town will require the selected consultant to distribute required notices and informational brochures/handbooks/pamphlets to homeowners and, as applicable, to tenants. This requirement also includes obtaining written confirmation of the receipt of such. These include:

- EPA/HUD/CPSC “Protect Your Family from Lead in Your Home” brochure, EPA-747-K99-001 (September 2103);
- EPA “Renovate Right” pamphlet, EPA-747-K-12-001 (April 2010).
- Confirmation of Receipt of Lead Pamphlet “Protect Your Family from Lead in Your Home,” EPA747-K-99-001 (2 versions of this form, one for homeowners and one for tenants)*;
- “Risk Assessment / Lead-based Paint Testing Notice of Evaluation” form*; and
- “Hazard Reduction Completion Notice” form*.

** The Town will provide these forms to the selected consultant.*

The properties to be inspected and assessed will be primarily scattered site, owner-occupied, single family homes, although, there could be instances where the properties will consist of multi-family housing. The properties will be occupied.

The Town of Windsor is an AA/EEO Employer and contracting agency. Proposals are encouraged from Section 3, Small and D/M/WBE individuals and firms.

INSPECTION REPORT REQUIREMENTS

Inspection reports require the following: A listing of components that tested positive, sections on regulatory compliance, overall scope of work, field procedures, laboratory and field quality control procedures, Substrate Equivalent Lead determination, data analysis and reduction, laboratory procedures, and application of HUD decision-making rules. As is typical, the consultant shall also supply diagrammatic floor plans of each unit. The consultant shall submit all reports to the Town via a digital (electronic) copy. If required, a copy of the report shall be mailed to the property owner, together with any forms requiring the owner’s and/or tenants’ signatures.

STANDARDS- REFERENCES OF REGULATORY STANDARDS TO BE MET IN PROVIDING SERVICES

1. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.
2. Connecticut Department of Health Lead Paint Regulations
3. Environmental Protection Agency (EPA) regulations, specifically 40 CFR 745.85 (RRP).
4. HUD regulations.
5. Occupational Safety and Health Administration (OSHA) Regulations.
6. Nuclear Regulatory Commission (XRF radiation sources).

PROPOSAL CONTENT

1. Proposers must use the attached bid form for submitting bids.
2. Proposers must include a Transmittal Letter signed by an authorized representative of the firm.
3. Proposals must include statements of:
 - a. Qualifications - certifications and training as required by the State of Connecticut.
 - b. Related experience - directly applicable experience in performing these services for comparable housing.
 - c. Three (3) references each from clients needing inspection reports and from contractors performing lead abatement of safe practices. (6 references total)
 - d. Proposed staffing and project organization.
 - e. Work plan/ technical approach.
 - f. One copy each of a sample inspection report and a sample risk assessment report.
 - g. Fully completed 3-page Bid Form (follows on next page).
 - h. Statement about availability to provide services on an as needed basis.
 - i. Copies of applicable licenses.
 - j. Proof of insurance.
4. A copy of the firm's Affirmative Action Policy or Plan, if applicable, and it's State Department of Administrative Services Small/Minority/Female Business Certification if applicable.

CONDITIONS

All Consultants must adhere to the following conditions:

- All proposals in response to this RFP are to be the sole property of the Town. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- The Town may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the Town deems it to be necessary, appropriate or otherwise in the best interests of the Town. It is the Consultant's responsibility to monitor the Town's website for amendments. Failure to acknowledge receipt of amendments, in

accordance with the instructions contained in the amendments, may result in a proposal not being considered. At its option, the Town may provide all Consultants with a limited opportunity to remedy any technical deficiencies identified by the Town as a result of their initial review of proposals.

- Any additions, deletions or changes in the Consultant's personnel assigned to this project must be approved by the Town, with the exception of personnel who have terminated employment. At its discretion, the Town may require the removal and replacement of any of the Consultant's personnel who do not perform adequately, regardless of whether they were previously approved by the Town.
- All subcontractors hired by the Consultant must have prior approval from the Town.
- The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.
- All responses to the RFP must conform to instructions. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- The contract document will represent the entire agreement between the Consultant and Town and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved by the Town. The contract may be amended only by means of a written instrument signed by the Town and the Consultant.
- The Town requires that Consultant abide by the Town of Windsor Code of Ethics (Chapter 2, Article IV, Section 11. Sec 2-30). The Code forbids certain town employees from working for parties that may seek Town business within six (6) months of separating from Town employment. The Code also restricts Town employees and officials from taking gifts, favors, etc. from parties that may conduct business with the Town.

EVALUATION OF PROPOSALS

The responsibility for the selection of the Consultant lies with the Economic Development Director based upon the recommendation of an evaluation and selection advisory team.

Criteria to be used in the evaluation and selection process include the following:

- a. Qualifications, experience, and references. For both inspection and risk assessment, qualifications must include certification and/or licensing by a Connecticut Department of Public Health. Qualifications and experience will be evaluated as follows:
 - a. Experience in inspection (other than lead- based paint), maintenance, renovation, or management of housing similar to the housing units for which services are being sought. This experience is most relevant for risk assessment.
 - b. Experience in the planning, design, and monitoring of lead- based paint hazard control projects. This experience is most relevant to inspection services.
 - c. Experience in collecting environmental samples and interpreting test results. Collection and analysis of lead samples such as dust wipes, soil, paint chips, and

water samples in housing environments. Applicable to both risk assessment and inspection.

- d. Experience in environmental report writing. Ability to outline a lead hazard control strategy with an order of priorities and recommended methodologies.
- e. Staffing and organization.
- b. Quality of proposed work plan/ technical approach. Understanding and experience in using HUD Lead-Based Paint Testing and/ or Risk Assessment Protocols are essential requirements.
- c. Cost and price: Proposers MUST submit prices on the attached form. Additional price information may be attached to the form.
- d. References.

RIGHTS RESERVED TO THE TOWN

1. The Town reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Consultant is in default of any prior Town contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the Town will be served.

2. The Town reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the award of a contract already made to a Consultant and subsequently awarding the contract to another Consultant. Such action on the part of the Town shall not constitute a breach of contract on the part of the Town, as the contract with the initial Consultant is deemed to be invalid from the outset and of no effect, as if no contract ever existed between the Town and the Consultant.

3. During the evaluation process, the Town reserves the right to request additional information or clarification from vendors. At the discretion of the Town, firms submitting proposals may be requested to make an oral presentation as part of the evaluation process.

OTHER REQUIREMENTS

Indemnification

The selected Consultant shall indemnify and hold harmless the Town of Windsor and its agents and employees from and against all claims, losses and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, error or omissions of Consultant, or those for whom the Consultant is legally responsible in the performance of the work.

Insurance

The selected Consultant shall procure and maintain for the duration of the contract term minimum insurance to be as follows:

- 1. Commercial General Liability (CGL) Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 personal/advertising injury per occurrence, \$2,000,000 general aggregate, \$2,000,000 product/completed operations aggregate, \$100,000 fire damage legal

liability. The CGL shall be written on ISO occurrence form CG 00011093 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.
3. Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.
5. Professional Liability. Each claim: \$1,000,000
6. Contractor Pollution Liability Insurance naming the Town as an additional insured and shall contain limits of \$1,000,000.00 for each pollution incident and \$2,000,000.00 in the aggregate
7. The Contractor shall furnish Certificates of Insurance showing same and listing the Town of Windsor as an "Additional Party Insured."

Each policy of insurance shall include a waiver of subrogation in favor of the Town and shall provide no less than thirty (30) days notice to the Town in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the Town of Windsor as an additional insured.

A copy of the endorsement naming the Town of Windsor shall be sent to the Risk Manager along with the certificate of insurance no less than ten days prior to the start of work.

Certificates of Insurance, acceptable to the Town shall be delivered to the Town prior to commencement of the services and kept in force throughout the term hereof.

**TOWN OF WINDSOR
LEAD PAINT INSPECTION SERVICE - BID FORM**

Name of Company: _____

Name of Principal: _____ Regular Contact: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Company Information

Number of Employees: _____ Years in Business: _____

Corporation: Sole Proprietorship: Partnership: Other (specify): _____

Federal Employer I.D. # or Social Security #: _____ DUNS #: _____

Minority-owned Business? Yes No Women-owned Business? Yes No

Section 3 Business*? Yes No Small Business? Yes No

Are you certified as a Lead Paint Inspector in the State of Connecticut? Yes No
(ATTACH YOUR CURRENT CERTIFICATION FORM)

List three (3) references from projects that you have completed within the past year (name, address/ association, and telephone number):

1. _____
2. _____
3. _____

List three (3) references from contractors doing lead abatement or safe practices that you have worked with within the past year (name, address/ association, and telephone number):

1. _____
2. _____
3. _____

COST OF SERVICES

Notes: Paint testing: All paint testing will include paint testing and a report. A "room" is defined as a room, hallway, or outbuilding. Closets are considered part of the room that they are accessory to. Multiple hallways are each considered a room if fully demised (however a 2-story,

open hallway is a single room). Pantries would be considered a room if they are a separate space from a kitchen or dining room and 50 square feet or larger.

Risk Assessment with Full Paint Inspection

All Risk Assessments shall include paint testing, test wipes, report and full scope of work to correct hazards.

1. Fee for a risk assessment of a housing unit up to six (6) rooms with wipe tests: \$_____ (LR, DR, Hall Exterior, Bathroom Kitchen, Finished Basement, Den, Bedroom, Office, etc.)
2. Fee for a risk assessment for each additional room [over 6] in a unit: \$_____
3. Fee for a risk assessment for additional units [up to 6 rooms] in multi-unit buildings: \$_____
4. Fee for paint testing each additional room [over 6] in an additional unit: \$_____

Clearance Examinations

All Clearance Examinations will include test wipes, visual assessment, clearance reports, and Notice of Hazard Reduction (with a 24-hour turn-around time).

5. Fee for Clearance Examination of a housing unit up to six (6) rooms: \$_____
6. Fee for Clearance Examination for each additional room [over 6] in a unit: \$_____
7. Fee for Clearance Examinations of additional units (up to six (6) rooms) in multi-unit buildings: \$_____
8. Clearance Examination fee for each additional room [over 6] in an additional unit: \$_____

Other

9. Fee for soil samples per sample: \$_____
10. Abatement Plan for 1st unit: \$_____
11. Abatement Plan for additional units: \$_____
12. Management Plan for 1st unit: \$_____
13. Management Plan for additional units: \$_____
14. Hourly rate for Project Manager: \$_____

Any items that we did not ask for but you think may be relevant?

The Town of Windsor will base the award of a contract for lead paint inspection services on a combination of the consideration of price, ability, and experience, including its own past experience with a proposer. It reserves the right to reject any and all bids as it deems in its best interest.

I certify that all the information in this statement is true and complete to the best of my knowledge and belief.

Name of Individual Filing Proposal: _____

Signature: _____

Title: _____ Date: _____

REMINDER - PLEASE ATTACH A COPY OF YOUR CURRENT CERTIFICATION FORM

Present any other information with this bid that you think is pertinent in evaluating your ability, experience and cost.

Proposals are due on or before 4:30 pm, Tuesday, October 29, 2019.

This bid form must be complete and submitted with original signatures. No faxed copies will be accepted.

Thank you. Questions about the scope of services or this RFP may be directed to Jim Burke, Economic Development Director, 860-285-1877 or burke@townofwindsorct.com.