

Request for Proposals
City of Greenville Housing Division
Lead Testing Services
2019-2022

This is a request for sealed bids for lead based paint services for a period of up to forty two (42) months in conjunction with the City's Lead Based Paint Hazard Control Program and Community Development Block Grant federal grant programs.

I. Description

The City is soliciting sealed bids for Lead-Based Paint Testing, XRF Analysis, Risk Assessment, Project Management, and Clearance Inspection/Sampling of Single-Family, Duplexes and Multifamily structures. The service of a North Carolina licensed Lead Based Paint Inspector and Risk Assessor. These services will be procured by competitive proposals subject to 24 CFR 85.36(d) (3).

II. Scope of Services

General Specifications: To provide to the City of Greenville Housing Division assistance related to lead testing, abatement and clearance.
Specifically:

- Lead-Based Paint Inspection
- Lead-Based Paint Risk Assessment
- Abatement-Scope of Work
- Project Management
- Clearance Inspection/Sampling
- Training

See page 4 for more details.

III. Subcontracting

- A. Authority to provide lead based paint hazard control service will not be transferred or sublet to any other person or firm unless authorized by the City.

IV. Insurance

The Contractor shall carry or, require that there be carried, Workmen's Compensation Insurance for all his or her employees and any employees of subcontractors in accordance with the State's Workmen's Compensation laws and shall carry sufficient liability insurance under a contractor's public liability insurance policy to protect against claims arising out of performance of the contract. The Contractor will furnish, to the City, evidence of comprehensive public liability insurance protecting the City for not less than \$300,000 in the event of bodily injury including death and \$100,000 in the event of property damage arising

Lead Services

Page 2

out of the work performed by the Contractor's employees or the employees of any subcontractor in accordance with State or local laws governing Workmen's Compensation. Awarded contractor shall provide insurance and accept full responsibility for any and all claims, liabilities and injuries to their person and/or others as the result of the execution of the signed contract.

V. Payment

The City of Greenville Housing Division is to be billed based on the contractual agreement unless otherwise noted.

VI. Contractor Eligibility Requirements

All licenses to do business in the State of North Carolina must be proper and valid. A copy of all insurance information and licenses shall be included with the bid package.

VII. Submission Deadline

- (A) Instructions and complete specifications for submitting bids will be available on **Wednesday, June 12, 2019.**
- (B) The **Sealed bid** must be submitted on attached Bid Submittal Sheet (Attachment I). All bids are due by **12:00 noon Wednesday, June 26, 2019** to the Housing Division of the Community Development Department located on the 3rd floor of the Municipal Building, 201 West 5th Street, Greenville North Carolina Attn: Renee Skeen. Please put your company name and RFP name on the outside of the sealed envelope.

Bids will be opened and read promptly at 12:15 PM Wednesday, June 26, 2019.

VII. Additional Information

For additional information, you may contact:
Virgil Smith, Rehabilitation Specialist or
AJ Basile, Rehabilitation Specialist
City of Greenville
Housing Division
P.O. Box 7207
Greenville, NC 27835
(252) 329-4481

**City of Greenville, North Carolina
Community Development Department - Housing Division
201 West 5th Street, 3rd Floor, Greenville, NC 27834**

Please complete the following information and return the original document to the City of Greenville Community Development Department Housing Division no later than 12:00 PM on Wednesday, June 26, 2019.

It is the intention of the Housing Division to bid out at least three to five (3-5) projects at a time in order to facilitate cost savings, however, circumstances do not always allow this.

The following costs will reflect Single-Family, Duplexes and Multifamily structures involved in our CDBG/LBPHC Program:

<u>Service</u>	<u>Cost per Unit</u>
Lead-Based Paint Inspection Wipe/Soil Sampling XRF Sampling	\$ _____
Lead-Based Paint Risk Assessment	\$ _____
Project Management (including the following) Abatement Scope of Work, Bid Form Preparation, Bid Tabulation,	\$ _____
Clearance Inspection/Sampling Visual Clearance Inspection Wipe/Soil/XRF Sampling Clearance Documentation	\$ _____
TOTAL	\$ _____

Estimated Contract Time Period August 1, 2019 – September 30, 2022

NOTE: Lead Paint Services for Multi-Family buildings with more than 8 units per building, Non-Profit/Commercial Structures will be bid out on an “as needed” basis and costs will be considered per structure.

Company Name & Authorized Representative signature

Date

Lead Certification Number

Telephone Number

Attachment I

**City of Greenville – Housing Division
Lead Based Paint Testing Services
Bid Submittal Sheet
2019-2022**

- Letter of Interest. Provide a letter from Principal(s) of submitting firm.
- Copy of Licenses. Provide a copy of State of North Carolina and City of Greenville licenses.
- Cost Effective. Provide fee structure.
- Workload/Efficiency. Provide a summary of staff in the firm who are available to perform Testing, Risk Assessments and Scope of Work with a two-week turnaround between testing date and bid date. All reports are to be submitted electronically.
- Non-Discrimination Certification. Provide a statement attesting to its status as an Equal Opportunity Employer.
- List of Abatement Contractors. Provide a list of your firms active Lead Based Paint Abatement Contractors.
- Proof of Insurance. Provide a copy of Liability Insurance Policy.

Print Company Legal Name and Address

Print Authorized Representative Name

Authorized Representative Signature

Date

Social Security/EIN

E-mail Address

Phone Number

Fax Number

Lead-Based Paint Testing Firm Request

The City of Greenville Housing Division is request proposals for the Lead Based Paint Testing, XRF Analysis, Risk Assessment, Project Management, and Clearance Inspection/Sampling of Single Family, Duplexes and Multifamily structures (4-8 units per building). The firm bidding will provide unit costs for all of the before mentioned requirements. This testing is in preparation for our Community Development Block Grant (CDBG) and Lead Based Paint Hazard Control Programs for 2019-2022.

All inspectors, risk assessors and program designers will have current certifications from institutions that are recognized by Environmental Protections Agency (EPA), Department of Housing and Urban Development (HUD) and the North Carolina Department of Health and Human Services Public Health Division (NCDHHS-PH).

Bid packages and Specifications will be available at the City of Greenville Municipal Building located at 201 West 5th Street, 3rd floor on or after Wednesday, April 3, 2019. The City of Greenville reserves the right to reject any or all bids. Sealed Bid Packages with the RFP name must be turned in to the City of Greenville Housing Division, Attn: Renee Skeen no later than 12:00 PM, Wednesday, June 26, 2019.

Bids will be opened and read promptly at 12:15 PM on Wednesday, June 26, 2019.

For more information, please contact Virgil D. Smith, Sr. at (252) 329-4503 or AJ Basile at (252) 329-4510 from 8:00 AM to 5:00 PM Monday through Friday.

CITY OF GREENVILLE GENERAL TERMS AND CONDITIONS

1. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
2. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.
3. **APPLICABLE LAWS:** By execution of this contract, seller represents that the services rendered by this contract are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the City of Greenville against any loss, cost, liability or damage by reason of seller's violation of any laws. .
4. **CANCELLATION:** The City of Greenville reserves the right to cancel this agreement, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
5. **NON-DISCRIMINATION POLICY:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.
6. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the City of Greenville, and as such, seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
9. **E-VERIFY REQUIREMENTS:** Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

10. **IRAN DIVESTMENT ACT.** Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. **FEDERAL FUNDS: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):**

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324)

Federal Contracting Requirements

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or

cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Procurement of Recovered Materials

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION REGARDING LOBBYING
(must be submitted with bid if \$100K or more)

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

