



**Town of Granby
Request for Proposals
Lead Based Paint Testing and Risk Assessment Services**

I. Intent

The Town of Granby is requesting proposals from qualified firms or individuals for Lead Based Paint Testing and Risk Assessment Services on an as-needed basis at various locations to be determined within the Town of Granby. The successful respondent shall enter into an approximate two-year contract with the Town to provide the services that are related to the Town's Small Cities Housing Rehabilitation Program.

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.

II. 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.

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.

III. 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 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.

IV. Standards – References or 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)

V. Proposal Content

Respondents must submit a statement of qualifications including fee proposal on the form provided, and sample copies of work to the Town of Granby.

Proposals must include the following:

1. Qualifications: certifications and training as required by the State of Connecticut.
2. Related experience: directly applicable experience in performing these services for comparable housing.
3. Three references each from clients needing inspection reports and from contracts performing lead abatement of safe practices (6 references total).
4. Proposed staffing and project organization, including names, licenses and certifications of individuals to be assigned to the project.
5. Work plan/technical approach.
6. One copy each of a sample inspection report and sample risk assessment report, including a sample copy of test results, type of instrument XRF tests will be taken with, drawings, abatement/management plans and sample of specifications previously completed.
5. A copy of the firm's Affirmative Action Policy or Plan, and if applicable, its State Department of Administrative Services Small/Minority/Female Business Certification.
7. Statement about availability to provide services on an as needed basis. In order to effectively manage the program, the Town will require that test results and appropriate plans and information be received within two weeks of the order date. If you are unable to commit to this schedule, please indicate the time frame required.
8. Copies of applicable licenses.
9. Proof of insurance.
10. Completed fee schedule (refer to following pages).

VI. Evaluation of Proposals

The following criteria will be used in the evaluation and selection process:

1. Qualifications, experience and references. For both inspection and risk assessment, qualifications must include certification and/or licensing by the 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 or 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 sample 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.

2. Quality of proposed work plan/technical approach. Understanding and experience in using HUD lead-based paint testing and/or risk assessment protocols.
3. Cost and Price: Proposers must submit prices on the attached form. Additional price information may be attached to the form.
4. References.

VII. General Requirements

Reservation of Rights

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFP. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The Town further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.

Nondiscrimination

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental health disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Granby.

Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Town of Granby and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes

of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Granby resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Granby or the Contractor or subcontractors or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the Town of Granby or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor, any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Granby.

Insurance Requirements

General Requirements

The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-, VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby.

The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Granby as an Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Granby as an additional insured.

Specific Requirements

1. Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

2. Commercial General Liability. With respect to all operations which awarded respondent

performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

3. Automobile Liability. With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).

4. Excess Liability Coverage. With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

5. Professional Liability. One Million Dollars (\$ 1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of Granby. It is agreed that the awarded Respondent shall notify the Town of Granby whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

6. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the Town of Granby. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

7. Errors and Omissions Insurance. The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

The Town of Granby shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Granby is required on all applicable policies, including workers' compensation. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Defense, Hold Harmless and Indemnification

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses

and expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

The contractor must also meet all Department of Housing insurance requirements.

Freedom of Information

All proposals and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes Section §1-200 et seq.

Award

The Town intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs. The Town will notify of Contractor award or denial via US Postal Service.

Work Product Ownership

All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt.

VIII. Process

All firms or individuals wishing to be considered for this appointment shall submit three (3) written responses based on the requirements set forth in this RFP document. The RFP document is available

in the Town Manager's Office at 15 North Granby Road, Granby, CT 06035 and on the Town's website at www.granby-ct.gov (hereafter referred to as the Town's website) and on the DAS website under solicitation # 2020-06 . Proposals will be received until 12:00 PM April 17, 2020 in the Town Manager's Office, 15 North Granby Road, Granby, CT 06035. All proposals must be clearly marked on the outside of the envelope with: Request for Proposals Lead Based Paint Testing and Consulting Services.

Any addenda will be posted on the Town's website at least two business days prior to the response deadline. All respondents are responsible for checking the Town's website for the presence and content of all addenda.

Proposals received by the Town will be reviewed for completeness and clarity. They will be evaluated in accordance with the Proposal Evaluation Criteria above and the firm(s) to be interviewed, if any, will be determined. The Town may also wish to conduct a second interview prior to making a final award. A decision on an award is anticipated within a month of receipt of the RFP's.

All questions regarding this Request for Proposals shall be submitted via email only to Abigail Kenyon, Director of Community Development, akenyon@granby-ct.gov. All questions shall be presented at least electronically by 4:00 p.m. on Thursday, April 9, 2020. Responses will be posted on the Town's website by 4:00 p.m. on April 14, 2020.

THE TOWN OF GRANBY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
EMPLOYER.
WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO
APPLY.

**TOWN OF GRANBY
BID FORM**

Complete the form shown below and return it with your proposal.

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): _____

Minority-owned business? Yes ____ No ____ Women-owned business? Yes ____ No ____

Section 3 Business? Yes ____ No ____ Small Business? Yes ____ No ____

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 units 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? _____

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

Name of Individual Filing Proposal: _____

Signature: _____

Title: _____ Date: _____