

REQUEST FOR PROPOSALS
FOR LEAD BASED PAINT COST ESTIMATION SERVICES
CITY OF BIRMINGHAM

BACKGROUND AND PURPOSE

The City of Birmingham, AL (City) through its Community Development Department (CDD), provides financing for the rehabilitation of single family homes that are owner occupied by low-moderate income residents of the City.

PURPOSE: It is the intent of this Invitation to secure proposals for items(s) and/or services as listed herein for the CITY to identify the most qualified and responsive Proposer(s) to negotiate a contract for Lead-Based Paint Inspections & Testing Services/Cost Estimation Services. Proposers are not guaranteed a contract.

SCOPE OF WORK

The City of Birmingham, through its Community Development Department (CDD), processes applications for Federal rehabilitation assistance from property owners of single family homes that are owner occupied. CDD wishes to engage the services of a contractor who is an EPA certified lead-base paint inspector, and who is an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (interior and exterior) to determine the presence and quantity of lead-based paint in identified single family homes, and to submit to CDD a signed report providing the findings of the inspection. Each report shall clearly identify all interior and exterior painted, stained, varnished or shellacked building components that have been inspected using standard industry names for these building components that are commonly used in the South Alabama region.

DUE DATE: October 7, 2016 prior to 4:00 P.M. at which time all bids will be publicly opened and read.

Proposal packages can be obtain via website at www.birminghamal.gov or City of Birmingham, Community Development Department, City Hall/Room 1000, 710 North 20th Street, Birmingham, AL Outside of envelope shall plainly identify proposal by: PROPOSAL TITLE, AND DATE OF PROPOSAL OPENING. It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Community Development Department of the City of Birmingham on/or before the closing date and hour as shown above. **RETURN ONE UNBOUND (1) ORIGINAL AND THREE (3) COPIES OF ALL PROPOSAL SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for rejection of proposal.

All proposals shall be submitted in sealed envelopes, mailed or delivered to: City of Birmingham, Community Development Department City Hall/Room 1000, 710 North 20th Street, Birmingham, AL 35203 Attention: P. Nigel Roberts. Proposals time-stamped after the opening date & time, will not be considered for award and will be returned to the Proposer.

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GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. **SUBMISSION AND RECEIPT OF PROPOSALS**

- A. proposals, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, Proposers **MUST** complete all questions and price blanks in the spaces provided in this Invitation to submit Proposal. Failure to do so may cause your proposal to be rejected. However, you may attach supplemental information.
- C. Proposals having any erasures or corrections **MUST** be initialed by Proposer in ink. Proposals shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All proposals **MUST** be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

2. **QUANTITIES OR USAGE:** Whenever a proposal is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposers' information only and will be used for tabulation and presentation of proposal.

3. **PRICES AND PRODUCT CONSIDERATION:**

- A. Proposer warrants by virtue of proposing the prices, terms, and conditions quoted in their proposal will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or Proposer.
- B. Prices should be stated in units of quantity specified in the proposing specifications. In case of discrepancy in computing the amount of the proposal the unit price(s) quoted will govern.
- C. Prices shall be firm for the period of the award contract.
- D. Proposers may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for proposal evaluation purposes. Proposers should reflect any discounts to be considered in the proposal evaluation in the unit prices proposal.

4. **DELIVERY:** Time will be of the essence for any orders placed as a result of this proposal Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on proposal form.

5. **DEFAULT PROVISION:** In case of default by the proposer or contractor, the City may procure the article or services from other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

6. **COPYRIGHTS OR PATENT RIGHTS:** Proposer warrants that there has been no violations of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.
7. **COMPLIANCE WITH SAFETY STANDARDS:** All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the State of Alabama Safety Standards.
8. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request, from proposers, separate manufacturer certification of all *statements* made in the proposal.
9. **SIGNED PROPOSAL CONSIDERED AN OFFER:** The signed proposal shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City of Birmingham and in case of default on the part of the proposer or contractor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
10. **SPECIFICATIONS:**
- A. For purposes of evaluation, proposer must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specification.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the proposer from responsibility.
11. **LIABILITY, INSURANCE, and LICENSES:**
- A. PERMITS: Where proposers are required to perform work on City structure(s) or property as a result of proposal award, the city will waive the cost of permits. Contractor shall pay for permits for all other work.
- B. LICENSES: If you are not licensed to perform work in the City of Birmingham you MUST obtain a "Business Tax License" before Notice to Proceed purchase order will be issued.
- C. CERTIFICATE OF LIABILITY INSURANCE: The policy endorsements listed below are required and must be listed separately on an attachment to the certificate of insurance:
- Waiver of Subrogation** - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Birmingham.
- Additional Insured** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Birmingham as an Additional Insured.
- Primary Insurance** - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Birmingham.
- Notice of Cancellation** - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Birmingham.
- Certificates of Insurance – General:** Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Birmingham, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as

described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Birmingham. A sample Certificate of Liability Insurance form are attached for Contractor's reference.

12. **AWARD OF CONTRACT:** The City reserves the right to accept any Proposal or combination of Proposal alternates which, in the city's judgment will best serve the City's interest, reject any and all Proposers, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Proposer, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals. The City reserves the right to reject any and all Proposals, or any part of any Proposal, to waive any informality in any Proposal and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
13. **RENEWAL:** The successful proposer shall be awarded a contract for one (1) year with the option to renew for two (2) additional one (1) year periods, renewable by the City. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions, and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the City of Birmingham.
14. **TERMINATION:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.
15. **ANTI-COLLUSION**
 - A. Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
 - B. No premium, rebates, or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor proposal list.
16. **CONFLICT OF INTEREST:**
 - A. Proposer declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City is directly or indirectly interested in this proposal or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
 - B. The award is subject to provisions of State Statutes and City Ordinances. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the city. Further, all Proposers must disclose the name of the City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the Proposer's firm or any of its' branches.

17. **CITY POLICIES:** Awarded contractor shall comply with the City's Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City. Violations of these policies may result in cancellation/termination of the contract.
18. **NON-DISCRIMINATION:** The Proposer shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Proposer will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.
19. **DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.
20. **PROPOSAL PROTEST: PROTEST OF AWARD – PROTEST BOND:** Parties that are not actual Proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with City of Birmingham by close 4:00 (CST) on the third business day after posting (excluding the day of notification) or any right to protest is forfeited.

Notice of Intent to Reject all Proposals, Proposals or Responders is subject to the protest procedure.

PLEASE NOTE: ANY Proposer, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protestor's proposal, proposal or response amount or the amount of fifteen thousand dollars (\$15,000), whichever is less. If the protest is decided, in the protestor's favor the entire protest bond is returned. If the protest is not decided in the protestor's favor, the protest shall be forfeited to the city. The protest bond shall be in the form of a cashier's check.

22. **FORCE MAJEURE:** No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense (*Force Majeure*). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

Protest shall be addressed to:

**Community Development Department
City of Birmingham
City Hall/Room 1000
710 North 20th Street
Birmingham, AL 35203
Attn: P. Nigel Roberts**

**CITY OF BIRMINGHAM
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION FORM**

Contractor/Vendor Name: _____

Address: _____

The Contractor acknowledges and certifies that it is an equal opportunity employer and agrees to the requirements of the Policy and the Equal Employment Opportunity Clause therein. It further certifies that it will require all subcontractors to execute an Equal Employment Opportunity statement and certification of compliance.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, 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 setting forth the provisions of this non-discrimination clause.

The Contractor will furnish to the City, upon request, reports, notices, policies and/or information certifying compliance with this policy.

In the event of the Contractor's non-compliance with the equal employment opportunity clause of this contract, this contract may not be awarded or may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

CODE OF CONDUCT

The PROPOSER covenants that no person who presently exercises any functions or responsibilities in connection with the program has any personal financial interest, direct or indirect, in this Project.

The PROPOSER further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder.

The PROPOSER further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.

Any interest on the part of the PROPOSER or its employees must be disclosed to the OWNER.

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low and moderate income residents of the area.

The PROPOSER further agrees that none of the employees or officers of the firm shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

CIVIL RIGHTS

The undersigned is fully aware that his contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination;

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin;

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act;

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds;

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government;

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

ACCESS TO RECORDS AND RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the City of Birmingham Community & Housing Development Department, The U.S. Department of Housing and Urban Development, and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the “official” City of Birmingham *Closeout* date of the grant or the resolution of all audit findings, whichever is later.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the proposals that the individual or firm, certifies that:

1. There is no substantial interest with any public official, employee, agency, commission, or committee with the City of Birmingham.
2. Any substantial interest, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Birmingham that develops at any time during this contract will be immediately disclosed to the Community & Housing Development Department.
3. During the term of this agreement, the individual, sole proprietor, partnership, corporation, and/or association agrees not to represent any party with respect to any matter pending before the City without disclosing the nature of such representation, the amount and basis of any fees to be charged with respect thereto, and receiving the written consent of the City to such representation as evidenced by an amendment to this agreement approved by the City of Birmingham.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

ANTI-LOBBYING CERTIFICATION

The undersigned 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 any 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 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 influencing or attempting to influence 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.

3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Printed Name of Contractor
(or Authorized Representative)

Title

Signature of Contractor
(or Authorized Representative)

Date Signed

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

1. The undersigned certifies to the City of Birmingham through its Office of Community & Housing Development that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from any transactions or construction projects involving the use of Federal funds;
 - b. Have not within a three-year period preceding this certification 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, State or local) transaction or contract, 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this certification had one or more public projects (Federal, State or local) terminated for cause of default.

2. Where the undersigned is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this certification.

Signature of Contractor
(or Authorized Representative)

Date Signed

Printed Name of Contractor
(or Authorized Representative)

Title

Name of Business Entity

Phone Number

City of Birmingham Insurance Requirements Contractor

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Birmingham.

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Auto Liability Insurance:

1. Auto Liability Insurance to cover all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Auto Liability.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed **separately** on an attachment to the certificate of insurance:

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Birmingham.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Birmingham as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Birmingham.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Birmingham.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Birmingham, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Birmingham. A sample Certificate of Liability Insurance form are attached for Contractor's reference.

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (name of officer or agent, title of officer or agent), of _____ (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her _____ (type of identification) as identification.

Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped

CITY OF BIRMINGHAM SPECIFICATIONS

LEAD-BASE PAINT INSPECTION SERVICES-ANNUAL CONTRACT COMMUNITY AND HOUSING DEVELOPMENT DEPARTMENT

- A. **SCOPE OF SERVICES:** The City of Birmingham, through Community Development Department, (CDD) processes applications for Federal rehabilitation assistance from property owners of single family homes that are owner occupied. CDD wishes to engage the services of a contractor who is an EPA certified lead-base paint inspector, and who is an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (interior and exterior) to determine the presence and quantity of lead-based paint in identified single family homes, and to submit to CDD a signed report providing the findings of the inspection. Each report shall clearly identify all interior and exterior painted, stained, varnished or shellacked building components that have been inspected using standard industry names for these building components that are commonly used in the Central Alabama region.
- B. **FREQUENCY:** On average the CDD performs a minimum thirty-five (35) rehabilitation projects per fiscal year under its Housing Rehabilitation Programs. Each single family dwelling/unit is approximately 1,200 sf. The successful vendor will be contacted on an “**as-needed basis**”.
- C. **CONTRACTOR RESPONSIBILITY:** The contractor will be required to use an XRF machine to determine the presence and quantity of lead-based paint. If no lead-based paint is found in a property, the contractor shall provide the following certification in each report for each property where the contractor finds no presence of lead-based paint:

“The results of this inspection indicate that no lead in amounts greater than or equal to 1.0 mg/cm² or 0.5 by weight in paint was found on any building components using the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and control of Lead-Based Paint Hazards in Housing (1997revision). Therefore, this dwelling qualifies for the exemption found in 24 CFR Part 35 for Federally Owned Housing and Housing Receiving Federal Assistance.”

The combination inspection/risk assessment is triggered by the presence of lead in the amount greater than or equal to **1.0mg/cm²** using protocol found in chapter 7 HUD Guidelines for the Evaluation and control of Lead Base Paint Hazards in Housing (1997 revision).

The contractor shall, concurrent with the inspection, perform a risk assessment of the property (including obtaining dust wipes and soil samples, and performing a visual inspection for paint chips, when necessary), and shall submit to CDD a report providing the findings of the risk assessment. The inspection/risk assessment report shall identify all building components that have lead-based paint and that are a lead-based paint hazard, as well as all building components that have lead-based paint and that are not a lead-based paint hazard.

The services to be provided by the contractor shall also include the provision of a signed clearance report subsequent to clearance testing. Clearance testing as described herein shall include both interim and final clearance testing as referred to in item R13 of the U.S. Department of Housing and Urban Development's April 16, 2001, Interpretive Guidance for HUD Regulation on Controlling Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally Owned Housing Being Sold.

After each clearance test, the contractor shall provide a lead hazard control clearance sampling form(s) indicating whether the property has passed or failed the clearance test. The contractor shall, upon CDD's request, return to a property for further clearance testing when any prior test has failed and after the property has been re-cleaned. When a property has passed the clearance test, and when all lead-based has been removed, the contractor shall provide the following certification for such property in conjunction with the last clearance test that was conducted:

"The results of this clearance inspection indicate that no lead in amounts greater than or equal to 1.0 mg/cm² paint remains on the building components identified in the Lead-Based Paint Inspection for this property. Therefore, this dwelling qualifies for the exemption found in 24 CFR Parr 35 for Federally Owned Housing and Housing Receiving Federal Assistance."

- D. NOTICE OF AWARD:** It is and shall be understood and agreed that a Contract shall be deemed to be awarded and validly entered into between the successful proposer and the City when written notice has been given the awarded by the City through its authorized agent.

Contract shall be awarded to the lowest proposer who demonstrates compliance with proposal specifications, capability to perform according to the terms of the contract, and responsibility with current customers. Reference checks, review of equipment, and examination of financial stability will be considered together with price in the contract award.

- E. FIRM PRICE:** The City requires a firm fixed price on the unit price(s) as proposal for the contract period, plus additional two (2), one (1) year periods if Contract is renewed

- F. CONTRACT TERM:** Term of the contract shall be one (1) year and expiring one (1) year thereafter with the option to renew for two (2) additional one (1) year periods, renewable by the City of Birmingham.

- G. PERFORMANCE:** It is the intention of the City of Birmingham to contract as specified herein with one source that will give prompt and convenient response to the City's needs. Any failure of the successful proposer to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City.

- H. PERMITS, LICENSING AND WORKMANSHIP:** It is the intention of the City to contract as specified herein with one Contractor that will give prompt and convenient response to the needs of single family owner-occupied participants of the City's Housing Rehabilitation programs. Any failure of the successful proposer to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City.

- I. CERTIFICATIONS:** The contractor must provide written evidence (copies of current EPA certificates) to show that either a principal or an employee of the firm holds the following:

1. Inspector Certification: EPA certified lead-based paint inspector according to 40 CFR Part 745.226(b)(1). The inspector must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion

certificate from an accredited training program, passed the appropriate certification exam, and met the appropriate experience and/or education requirements. (Note: an inspector with interim certification shall not be deemed to have met this requirement).

2. Risk Assessor Certification: EPA certified lead-based paint risk assessor according to 40 CFR Part 745.226(b)(1). The risk assessor must possess an EPA certificate evidencing that he or she has successfully completed an accredited course, received a course completion certificate from an accredited training program, passed the appropriate certification exam, and met the appropriate experience and/or education requirements. (Note: a risk assessor with interim certification shall not be deemed to have met this requirement).

J. EXPERIENCE AND REFERENCES: Provide a statement of your qualifications, certification, and training and describe your related experience, and your experience that is directly applicable to these services for comparable housing. This may include 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, experience in the planning, design, and monitoring of lead-based paint hazard control projects, 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), or experience in environmental report writing (ability to outline a lead hazard control strategy with an order of priorities and recommended methodologies). Provide a list of references.

K. CONTRACTOR'S REPRESENTATIVE: The contractor must, at all times, provide a competent technician on the job. The technician will be responsible for insuring that all work is completed as specified according to the safety and security procedures prescribed by the City.

L. PRICING: All prices are per episode; **do not** give a price range.

1. Price to Perform Combination Lead-Based Paint Inspection/Risk Assessment. Using an XRF machine and preparing report.
2. Clearance Test. Includes report and wipe clearance samples.

M. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

N. REFERENCES AND REGULATORY STANDARDS: The references and regulatory standards applicable to the services solicited herein shall include but not be limited to the ones listed below. The City's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the contractor and the services being sought therein, shall not relieve the contractor of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The City and/or the United States Department of Housing and Urban Development reserve the right,

but not the obligation, to inform the contractor of any such applicable regulation, statute, ordinance, or any other document, and to require the contractor to comply with the same.

1. HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing
2. TITLE X: Title X – Residential Lead-Based Paint Hazard Reduction Act of 1992
3. EPA: U.S. Environmental Protection Agency regulations (40 CFR Part 745)
4. HUD: U.S. Department of Housing and Urban Development regulations (24 CFR Part 35)
5. OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926)
6. NRC: Nuclear Regulatory Commission regulations affecting XRF radiation sources

O. INFORMATION: Any questions in regards to submission of your proposals should be addressed to Community Development Department Questions regarding this Proposal or the Project must be submitted in writing, via email @nigel.roberts@birminghamal.gov.

P. PERSONNEL: Contractor's personnel will at all times, present a neat appearance. All employees will have an employee identification. Contractor shall use only competent personnel in performing the work described in these specifications and will provide sufficient staff to complete all work according to schedule.

Contractor will provide the City, if requested, the names, addresses, social security numbers, and copy of driver's licenses (where applicable) of all personnel assigned to work under this contract with the Contractor's proposal, and shall update said listing as necessary.

At the request of the Senior Director, or designee, the Contractor shall replace any incompetent, unfaithful, abusive, disorderly, or unsatisfactory person employed under this contract without recourse to the City. Contractor will be legally and financially responsible for any and all illegal acts committed by his employees while working on City property.

These acts include, but are not limited to, the following: theft, accidents, vandalism, sabotage, and destruction of records. Contractor must make full restitution and cover all costs incidental to replacement, repair, cleaning, and/or re-creation resulting from an employee's illegal acts.

Q. PAYMENT: Purchase order and/or blanket (open) purchase order(s) may be issued to successful Contractor for each location. Contractor shall submit invoices for services upon inspection/completion, detailing locations serviced and costs for each location.

PROFESSIONAL REFERENCES

LEAD-BASE PAINT INSPECTION SERVICES-ANNUAL CONTRACT COMMUNITY DEVELOPMENT DEPARTMENT

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Vendor: _____

CITY OF BIRMINGHAM

STATEMENT OF "NO" PROPOSAL

LEAD-BASE PAINT INSPECTION SERVICES-ANNUAL CONTRACT COMMUNITY DEVELOPMENT DEPARTMENT

PLEASE AFFIX SIGNATURE WHERE INDICATED

If you are not proposing on this service or commodity, please complete and return this form via fax ((205) 254-2282 or email nigel.roberts@birminghamal.gov)

VENDOR NAME	
BUSINESS ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT NUMBER	
SIGNATURE	
DATE	

Minority Owned Business: Black Hispanic Woman Other _____

We, the undersigned have declined to submit a proposal due to the following reason(s). Please indicate below with an "X":

	Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
	Insufficient time to respond to the Invitation to submit Proposal
	We do not offer this product or an equivalent
	Our product schedule would not permit us to perform
	Unable to meet specifications
	Unable to meet bond requirements
	Specifications unclear (explain below)
	Other (specify below)

REMARKS / OTHER