

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-8043-M4

DATE: June 28, 2023

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Director

BUYER: Maureen McKeon

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: July 12, 2023 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8043-M4, Lead Paint Inspectional Services/Economic Development."**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide lead paint inspectional services for the period August 22, 2023 through August 21, 2025 as per the requirements and specifications contained herein. This contract may be renewed for a third year at the sole discretion of the City, the option of which to be determined at the end of the first contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: All Apply
7. **Questions pertaining to this bid must be directed to Maureen McKeon via email at mckeonmp@worcesterma.gov**
8. The following meanings are attached to the defined words when used in this bid form.
 - a. The word "City" means The City of Worcester, Massachusetts.
 - b. The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d. The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.

9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: mckeenmp@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of

the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.

26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. **AUTOMOBILE LIABILITY INSURANCE:** Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. **COMPENSATION INSURANCE:** The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt-pay discounts will be considered when determining the low bid except when prompt-pay discounts are for a period of less than 30 days. In this event prompt-pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of

the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____

Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES X NO

Delivery to be made to: City of Worcester, MA

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Description	% of Revenue
	Provide lead paint inspection services for the period August 22, 2023 through August 21, 2025 as per the requirements and specifications contained herein. See attached pricing page. Billing by vendor to be done as each property is completed. Questions pertaining to this bid must be directed to Maureen McKeon via email at mckeonmp@worcesterma.gov	

TERMS, CASH DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN _____DAYS FROM DATE OF NOTIFICATION BY THE CITY

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE
INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

MINIMUM QUALIFICATIONS

In order to have their proposals considered, proposers should include the following in their Technical Proposals:

1. Proof of current Massachusetts Master Lead Inspector's and Risk Assessor's Licensure for anyone who will perform lead inspections under the contract.
2. Proof of XRF manufacturer's training for anyone who will perform lead inspections under the contract.

CONDITIONS OF THE WORK

The City of Worcester, a municipal corporation, acting through its Housing Development Division's Lead Abatement Program (hereinafter, "the Program") provides property owners with grants, technical assistance, and temporary tenant relocation assistance to abate lead paint hazards at privately-owned residential properties. The consultant inspector's services will be essential to the success of the Program. The Program's contact person shall be the Program Manager, who will be authorizing the work of the consultant inspector.

The Program will reserve the right to have inspections and re-inspections performed by its' consultant inspector to ensure quality control and accountability for units it assists. Property owners will, however, be allowed in some instances to privately procure their own inspectors. Consequently, the Program may at times utilize its' consultant inspector to re-inspect the work of other inspectors at re-occupancy, full compliance, and post-compliance. The Program's consultant inspector will, in these cases, be responsible for testing all potential violations overlooked in previous inspections and for fulfilling all notification requirements to the owner, occupant, and DPH/CLPPP.

While the Program expects that the majority of units inspected will be apartments in multi-family buildings within Worcester, and that more than one unit in each building will be abated, the consultant inspector will provide a variety of inspection services, at the Program's sole option, and may not inspect all units at all properties to be assisted by the Program.

The Cost Proposal shall include all labor, materials, overhead, profit, insurance, and incidentals required to complete the work item and will be used as the Program's only calculation of fees due the consultant inspector, inclusive of transportation, postage, delivery, lab fees, copying and telecopying costs, etc., and regardless of unit size, number of units per building, or any other variable.

The Program will monitor the performance of the consultant inspector, reviewing inspection reports on-site and conducting routine monitoring visits. Pursuant to its responsibilities to monitor and evaluate, the Program shall have access to any books, records, documents and papers of the consultant inspector which are pertinent to lead inspection services delivered. The Program will, insofar as possible, provide advance notice of its need for such access to avoid interference with the normal business operations of the consultant inspector.

CONTRACTUAL TERMS AND CONDITIONS

The Program will contract initially for all or any part of the services described herein for up to two years with the proposer who the City of Worcester judges most advantageous according to the evaluation process described herein. Depending on the availability of funds, this contract may be renewed at the Program's sole option one time at the original fees proposed, plus *up to* the percentage increase shown on page 10 of bid document, within an overall maximum term of three years.

The successful proposer will be given three weeks to execute the City of Worcester's Contract for Services (available upon request) and to complete submittal of the required qualifying material, including certificates of insurance with the City of Worcester named as Additional Insured, endorsed to waive the insurer's rights of subrogation against the City and containing language that the insurance shall not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the City for the following types of coverage:

- Worker's Compensation for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.
- Professional Liability/Errors and Omissions Liability Insurance which covers lead inspection and consulting activities with limits not less than \$200,000 each occurrence, \$500,000 aggregate.
 - Errors and Omissions Insurance will cover any costs associated with any unnecessary abatement related to erroneous testing results as well as the incremental cost of abatement of surfaces missed during inspections.
 - Errors and Omissions Insurance will cover the defense or damages resulting from lead related poisonings occurring in units certified as being in compliance.
- Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired automobiles in connection with its operations with a combined single limit of \$1,000,000. The comprehensive Automobile Liability insurance may be provided through primary and excess or umbrella insurance policies.
- Contractor's Equipment Coverage (or a certification of self-insurance satisfactory to the CITY) must be provided on an "All Risks" basis, covering physical damage to all tools and equipment, including automotive equipment owned, rented, or used by the Contractor.
- Commercial General Liability Insurance coverage which may be provided through primary and excess or umbrella liability policies for limits of \$2,000,000 general aggregate, and \$1,000,000 per occurrence.

SCOPE OF SERVICES – Work Items

1. Initial Lead Inspection/Surface Assessment

Lead Inspection/Surface Assessment must comply with the standards set forth by the Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program (hereinafter, "DPH/CLPPP"). This report must include the quantity of lead found at each surface tested, using XRF, unless use of XRF is clearly infeasible.

In addition, lead inspection report must meet all requirements of a HUD federal lead risk assessment.

In furnishing cost quotations per units, proposers should:

- Include testing (where accessible) and recording exterior siding, drip-boards, skirts, and corner-boards even if exempted as intact.
- Assume that property owners will decline an assessment of whether individual substrates and surfaces are appropriate for encapsulation and a determination for each surface.

Issuance of a Letter of Full Initial Inspection Compliance is specifically included in the scope of this category of work should a dwelling unit and common areas be found in compliance upon initial inspection.

Proposers must agree to make an appointment for the inspection to occur within one week of notification by the Program. Proposers must agree to complete an initial Lead Inspection/Surface Assessment report within one week after the inspection.

Written submittals to the Program:

- Lead Inspection/Surface Assessment form
- HUD Risk Assessment

Quantity of Initial Lead Inspection/Surface Assessment Reports the Program estimates it will need for its' initial one-year contract is seventy-five.

2. Post-Compliance Assessment Determination

Post-Compliance Assessment Determinations (PCADs) compensated at this rate will be units initially inspected by another licensed inspector, where the Program is able to furnish a compliance letter along with a completed Lead Inspection/Surface Assessment Form with re-inspection information. PCADs without re-inspection information, requiring a new comprehensive inspection, will be compensated as Initial Lead Inspection/Surface Assessments.

All PCADs must comply with the standards set forth by the DPH/CLPPP and must list all current violations, including violations on surfaces not previously tested, violations on surfaces tested positive with no record of de-leading, or surfaces coming out of compliance. This report must include the quantity of lead found at each surface tested, using XRF, unless use of XRF is clearly infeasible at the area in question.

Inspector must fulfill all notification requirements, including the "Notification of Post-Compliance Lead Violations" to the owner, occupant, and DPH/CLPPP. Issuance of a Certification of Maintained/Restored Compliance is specifically included in the scope of this category of work should a dwelling unit and common areas be found in compliance upon inspection.

Proposers must agree to make an appointment for the inspection to occur within one week of notification by the Program. Proposers must agree to complete a Post-Compliance Assessment Determination report within one week after the inspection.

Written submittals to the Program:

- Post-Compliance Assessment Determination report

Quantity of Post-Compliance Assessment Determinations the Program estimates it will need for its' initial one-year contract is twenty-five.

3. Visual Re-inspection

Visual Re-inspections Following Removal and MassHousing Visual Assessments as described below, without XRF testing in most cases. Some cases may involve a unit initially inspected by another licensed inspector. If this is the case, the Program will furnish a completed Lead Inspection/Surface Assessment Form. If the initial inspection report is incomplete, test the surface, require de-leading if violations are found, and report to DPH/CLPPP. Cost for this category of work should not include labor and material for dust wipes, which are priced separately.

Re-inspection Following Removal

To allow replacement of building surfaces containing dangerous levels of lead by those not licensed as de-leaders, under DPH/CLPPP waiver. DPH/CLPPP waiver requests will be prepared by the Program using the guidelines to be determined and will require site-specific. Assume that Re-inspections Following Removal will be a re-occupancy or final re-inspection with modifications including:

- Visual confirmation that all surfaces to be replaced have been successfully removed;
- Determination that all areas exposed to de-leading are visually free of dust and debris, and that the property meets all the requirements for passing a re-occupancy re-inspection except for dust sampling and the installation of new surfaces.

Proposers must agree to make an appointment for the inspection to occur within two days of notification by the Program. Proposers must agree to complete a Signed Statement Regarding Visual Inspection within one week after the inspection.

Written submittals to the Program:

- Signed Statement Regarding Visual Inspection on inspector's letterhead, including:
 - Complete and accurate address of inspected property, including apartment number;
 - date of the Re-inspection Following Removal;
 - a determination that all areas exposed to de-leading are visually free of dust and debris, and
 - a determination that the unit in question meets all the requirements for passing a re-occupancy re-inspection except for dust sampling and the installation of new surfaces.
 - signature and license number of inspector;

MassHousing Visual Assessment

Perform a visual inspection on premises inspected more than one year previous, using the initial inspection report as a guide, reporting on MassHousing Lead Paint Program Visual Assessment Report Form #1532:

- Any Structural changes to the property, including brief description;
- Any significant changes in paint conditions (loose v. intact), including brief descriptions;
- Any low risk work done for compliance purposes.

Proposers must agree to make an appointment for the inspection to occur within one week of notification by the Program. Proposers must agree to complete a signed MHFA Form #1532 within one week after the inspection.

Written submittals to the Program:

- MHFA Form #1532

Quantity of Visual Re-inspections the Program estimates it will need for its' initial one-year contract is thirteen.

4. Re-inspection for Re-occupancy

Must comply with the standards set forth by DPH/CLPPP. Requires a shorter response time than Re-inspection for Full De-leading Compliance.

May be a unit initially inspected by another licensed inspector. If this is the case, the Program will furnish a completed Lead Inspection/Surface Assessment Form. If the initial inspection report is incomplete, test the surface, require de-leading if violations are found, and report to DPH/CLPPP.

Cost for this category of work should not include labor and material for dust wipes, which are priced separately. Letters of Re-occupancy, failed visual inspections for re-occupancy, and revisits for failed dust wipes for re-occupancy will all be compensated at this rate. Issuance of a Letter of Full De-leading Compliance is specifically included in the scope of this category of work should exterior and/or common areas also be found in compliance.

These units will be normally occupied, with the Program providing temporary relocation. Prompt response to a request for re-inspection is crucial to minimize relocation costs. Proposers must agree to complete a re-occupancy re-inspection within 1 business day of notification by the Program. Proposers must agree to notify the Program by phone of visual results immediately upon completion of inspection.

Written submittals to the Program:

- Letter of Re-occupancy
or (if in full compliance):
- Letter of Full Abatement Compliance
or (where interior areas fail):
- Lead Inspection/Surface Assessment Form cover sheet for the unit inspected showing the recorded re-inspection date and code
or (where all violations discovered during a post-compliance assessment determination were corrected):
- Certification of Restored Compliance.

Quantity of Re-inspections for Re-occupancy the Program estimates it will need for its' initial one-year contract is one hundred.

5. Re-inspection for Full Compliance

Must comply with all standards set forth by DPH/CLPPP. Cost for this category of work should not include labor and material for dust wipes, which are priced separately if required.

May be a unit initially inspected by another licensed inspector. If this is the case, the Program will furnish a completed Lead Inspection/Surface Assessment Form. If the initial inspection report is incomplete, test the surface, require de-leading if violations are found, and report to DPH/CLPPP.

Letters of Full De-leading Compliance, failed visual inspections for full compliance, and revisits for failed dust wipes for full compliance will all be compensated at this rate, as will inspections (including failures) for Certification of Restored Compliance. Issuance of a Letter of Re-occupancy is specifically included in the scope of this work item should common areas fail while the subject unit is eligible for re-occupancy.

Specifically included in the scope of this work item and within the single cost for the subject unit, provided that the units affected were previously inspected (either Post Compliance Assessment Determination or Lead Inspection/Surface Assessment) by the consultant inspector, are:

- Letters of Full De-leading Compliance for all units at the property either having only exterior and/or common area violations, or having been previously issued Letters of Re-occupancy, which have been brought into full compliance by the completion of exterior and/or common area work;
- Certification of Restored Compliance for all units at the property having only exterior and/or common area violations which have been brought into full compliance by the completion of exterior and/or common area work;
- Documentation of Environmental Status or Letters of Unauthorized De-leading in cases of unauthorized de-leading investigated and substantiated by DPH/CLPPP.

Proposers must agree to make an appointment for the inspection to occur within 2 business days of notification. Proposers must agree to notify the Program by phone of visual results immediately upon completion of inspection.

Written submittals to the Program:

- Letter of Full De-leading Compliance and related submittals:
- Lead Inspection/Surface Assessment Form re-inspection report with de-leading dates and methods noted;
or (where only exterior or common areas fail):
- Letter of Re-occupancy
or (where interior areas fail):
- Lead Inspection/Surface Assessment Form cover sheet for the unit inspected showing the recorded re-inspection date and code
or (where all violations discovered during a post-compliance assessment determination were corrected):
- Certification of Restored Compliance.

Quantity of Re-inspections for Full Compliance the Program estimates it will need for its' initial one-year contract is one hundred.

6. Lead Dust Monitoring; Clearance Dust Wipes

Lead dust monitoring for both re-occupancy and full compliance inspections, in compliance with standards set forth by DPH/CLPPP. Cost per dust wipe to include all labor, materials, shipping, handling, and notification to the Program. No reimbursement for courier delivery will be made over and above the unit cost for this work item.

These units will be normally occupied, with the Program providing temporary relocation. Prompt response to a request for clearance dust wipes is crucial to minimize relocation costs. Proposers must agree to complete clearance dust wipes within 1 business day of notification by the Program. Proposers must agree to notify the Program by phone of dust wipe results by 4pm on the business day after clearance dust wipes are taken.

Written submittals to the Program:

- E-mailed preliminary clearance dust wipe results by 5pm on the business day after clearance dust wipes are taken
- Final clearance dust wipe results by mail.
- Chain of custody forms direct from lab upon request (samples to be delivered to lab in person or by overnight mail; de-leader contractors are in no instance to be permitted to deliver samples to the lab.)

Quantity of Clearance Dust Wipes the Program estimates it will need for its' initial one-year contract is seven hundred.

7. Soil Risk Assessment

Normally requested in conjunction with an Initial Lead Inspection/Surface Assessment, using protocols and guidelines issued and from time to time revised by the Program. Preparation of an exterior site plan identifying features of the property, the location and size of bare areas of soil on the property, and location of soil which must be sampled;

- If there is no bare soil as part of a child's play area, and the sum of bare areas on the property is less than 9 square feet, features of the property should be noted on the exterior site plan and no soil samples should be taken.
- If the bare soil is not part of a child's play area, the soil must be sampled only if the sum of bare areas on the lot is 9 square feet or more.

- If the bare soil is part of a child's play area, the soil must be sampled regardless of the amount of bare area. A child's play area is determined by the presence of toys and play equipment, as well as occupant information.

Proposers must agree to make an appointment for the soil risk assessment to occur within one week of notification by the Program. Proposers must agree to complete an exterior site plan within one week after the appointment.

Written submittals to the Program:

- The exterior site plan, complete and including date, inspector/risk assessor's name, and site address

This work item should be priced per composite sample, to include all labor, materials, shipping, handling, and notification to the Program. No reimbursement for courier delivery will be made over and above the unit cost for this work item.

Quantity of Soil Risk Assessments the Program estimates it will need for its' initial one-year contract is fifty.

8. Soil Sampling

Normally requested in conjunction with a Soil Risk Assessment which determines if and where sampling must occur, using protocols and guidelines issued and from time to time revised by the Program.

Collection of composite samples from areas of bare soil which must be sampled as identified on an exterior site plan during a Soil Risk Assessment, including:

- Collect 6 to 10 sub-samples for each composite sample. Each sub-sample should be roughly the same size, spaced equally within the area which must be sampled.
- Composite samples should not exceed two (2) per property without specific authorization from the Program.

A soil-lead hazard for play areas frequented by children under 6 years of age is currently defined as bare soil with lead equal to or exceeding 400 parts per million (ppm). For areas other than a child's play area, a soil-lead hazard is currently defined as bare soil that totals more than 9 square feet per property with lead equal to or exceeding 1200 ppm.

Proposers must agree to make an appointment for the soil sampling to occur within one week of notification by the Program. Proposers must agree to complete soil sampling, including written submittals to the Program, within one week after the appointment.

Written submittals to the Program:

- Laboratory results, with lead-in-soil concentration in parts per million (ppm) for all composite samples
- The laboratory preparation slip/chain-of-custody form, identifying the location (play area or other) of each composite sample and having the address of the property on the top;

This work item should be priced per composite sample, to include all labor, materials, shipping, handling, and notification to the Program. No reimbursement for courier delivery will be made over and above the unit cost for this work item.

Quantity of Soil Assessment composite samples the Program estimates it will need for its' initial one-year contract is one hundred fifty.

9. Federal Risk Assessments

Normally requested prior to conducting housing rehabilitation activities and in conjunction with an Initial Lead Inspection/Surface Assessment, using protocols and guidelines issued by HUD and EPA in order to comply with the federal Lead Safe Housing Rule.

Proposers must agree to make an appointment for the federal risk assessment to occur within one week of notification by the Program. Proposers must agree to complete a site plan/ risk assessment within one week after the appointment.

Written submittals to the Program:

- Complete Federal Risk Assessment Report Summary describing the on-site investigation conducted and the results. The summary must be in the basic format found at 24 CFR Part 35, Appendix B, and include the name of the risk assessor performing the services and the date the site was visited. The summary must include all identified lead-based paint and/or lead-based paint hazards and their locations. In addition, it must include all treatment options for each hazard identified. The summary must also include a listing of all painted surfaces to be disturbed during the planned renovation. This list includes all interior and exterior surfaces of the dwelling, all common areas, if present, and all outbuildings and fences.
- The risk assessor shall provide all interview questionnaires, sampling forms and field notes, all XRF results, raw data, analytical laboratory results, and all miscellaneous photographs or documents relating to the on-site visit, assessments, and all paint, dust and soil samples collected.

Quantity of Federal Risk Assessments the Program estimates it will need for its' initial one-year contract is one hundred twenty-five.

10. Lead Inspector Apprenticeship

The Massachusetts CLPPP Program requires a lead inspector apprentice to conduct a total of 15 inspections of various types under the supervision of a Massachusetts licensed Master Lead Inspector as required for licensure by MA CLPPP. Proposers must have a Massachusetts licensed Master Lead Inspector on staff and be able to provide apprenticeship services. This work shall be provided on a per inspection cost basis.

Technical Proposals must include, as a minimum, each of the following:

1. Proof of current Massachusetts Lead Inspector's and Risk Assessor's Licensure for anyone who will perform lead inspections under the contract.
2. Proof of XRF manufacturer's training for anyone who will perform lead inspections under the contract.
3. Transmittal Letter, signed by the individual authorized to bind the proposer contractually. The letter must include: The name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf, the name, title, address and telephone number of individual(s) who can supply additional information, and a brief description of the overall services proposed.
4. Description of organization including name, address, contact person, number of employees, scope of services, technical resources available.
5. Resumes or summaries of relevant experience of proposers.
6. A sample lead inspection/surface assessment report typical of the quality the proposer intends to deliver under the contract, corresponding to the sample abatement specification submitted.
7. A sample abatement specification (as described in the Scope of Services) typical of the quality the proposer intends to deliver under the contract, corresponding to the sample lead inspection/surface assessment submitted.
8. Two references including the name, phone number and address, that demonstrate the ability to deliver accurate inspections and detailed specifications in a timely manner.

9. Name and address of laboratory used to conduct dust and soil sampling (must be certified by EPA National Lead laboratory Accreditation Program (NLLAP). Laboratory must be able to meet new HUD Dust Standards Policy Guidelines issues on February 16, 2017. See attached (2017-01 REV1).
10. A sample federal risk assessment typical of the quality the proposer intends to deliver under the contract.

LEAD PAINT INSPECTION SERVICES PRICING PAGE**BID # CR-8043-M4**

Item #	Description	Est. Quantity	Unit Cost	Extended Cost
1	Initial Lead Inspection/Surface Assessment (per unit)	150	\$	\$
2	Post-Compliance Assessment Determination (per unit)	50	\$	\$
3	Visual Re-inspection (per unit)	25	\$	\$
4	Re-inspection for Re-occupancy (per unit)	200	\$	\$
5	Re-inspections for Full Compliance (per unit)	200	\$	\$
6	Clearance Dust Wipes (per wipe)	1400	\$	\$
7	Soil Risk Assessment (per property)	100	\$	\$
8	Soil Sampling (per composite sample)	300	\$	\$
9	Federal Risk Assessment (per unit)	250	\$	\$
10	Pre-dust Wipes (per wipe)	1400	\$	\$
11	Site Visit for Re-inspection Pre-dust Wipes	10	\$	\$
12	Site Visit fee for Soil Samples*	10	\$	\$
13	Apprenticeship cost per inspection by Master Lead Inspector	15	\$	\$
Total (Items 1-13)				\$
* If Soil Samples were not taken at initial inspection due to snow-covered ground				