



Patricia A. Peshka
Purchasing Agent

Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
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Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Monday, January 14, 2019. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2019-237 Lead Inspection Services

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Monday, January 14, 2019.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, February 6, 2019. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

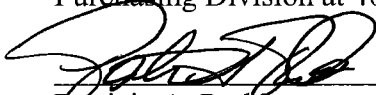
RI State MPA: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.



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PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____ *

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2019-237

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2019-237 Lead Inspection Services

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2019-237 Lead Inspection Services."

Should you have any questions, please contact William Facente, Office of Housing & Community Development, 3275 Post Rd., Annex, Warwick, RI at 401-468-9688.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General and Automobile Liability in a minimum amount of \$1 million. The certificate of insurance must name the ***City of Warwick as the additional insured*** and so stated on the certificate with the bid name and bid number. The successful bidder must also provide the City of Warwick with an original **Certificate of Insurance** for Professional Liability in a minimum amount of \$1 million. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

The successful bidder will provide said **Certificate of Insurance** and **State of Rhode Island's Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm May 17, 2019 through May 16, 2021. The City of Warwick reserves the right to award this contract as a one (1) year or two (2) year contract, as deemed most favorable to the interest of the City. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the

Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If

the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

Warwick Home Improvement Loan Program Lead Inspection Services – Request for Proposals

I. INTRODUCTION

The Office of Housing & Community Development (“Office”), through its Acquisition & Rehabilitation Loan Fund, offers financial assistance to income eligible property owners to make improvements to their homes to ensure children are protected from lead based paint hazards. The Office is seeking proposals from Rhode Island Department of Health Certified Environmental Lead Inspectors (“CELI”) and Inspection Firms employing CELIs to provide environmental lead inspection services for the Office’s Home Improvement Loan Program. In addition to the CELI license, applicants must also maintain an EPA Lead Risk Assessor Certification.

II. SCOPE OF WORK

- 1) Inspection services will include comprehensive, limited, comprehensive clearance and clearance inspections on single and multi-family properties in Warwick, as described in further detail below.
- 2) All inspection and sampling procedures, result interpretations, report generation, and reporting requirements, must, at a minimum, be performed in accordance with the Rhode Island Rules and Regulations for Lead Poisoning Prevention [R23-24.6-PB].
- 3) All inspection documentation, including reports and certificates, must be legible and in a format approved by the Rhode Island Department of Health.
- 4) **All inspections will be modified to meet additional US Department of Housing & Urban Development (HUD) requirements which are:**
 - a) All four walls in every room area must be separately tested by XRF sampling and results recorded.
 - b) A total of 8 dust samples will be taken in each unit, 2 samples in each common stair/hall and an additional blank sample per project/day.
- 5) All inspection services and clearance results must be reported to the Office in a timely manner. Inspection documentation and clearance inspection results must be reported to the Office based on the following schedule, which assumes business days of Monday through Friday, includes Saturdays only by special arrangement, and excludes Sundays and State and Federal holidays:

- a) Comprehensive Inspection
 - i) 1-2 Units: Final report due to Office seven (7) business days after scheduling.
 - ii) 3 Units & more: Final report due to the Office ten (10) business days after scheduling.
- b) Limited Inspection
 - i) Final report for limited inspections shall be due to Office seven (7) business days after scheduling.
- c) Comprehensive Clearance Inspection
 - i) A comprehensive clearance inspection is performed on a property after work is complete where no CELI was performed prior to the start of work.
 - ii) When the property fails visual inspection, such result must be communicated promptly to the Office while the Inspector is on-site. The Inspector must document the reason for the visual inspection failure and forward notification to the Office with in two (2) business days.
 - iii) When the property passes visual inspection and laboratory analysis confirms that the collected media samples meet the Regulation standards, clearance results must be documented on the DOH Certification of Lead Safe Status Form or Certification of Lead Free Status Form and transmitted to the Office within two (2) business days after receipt of laboratory analysis results.
 - iv) The full CLI report must be transmitted to the Office within five (5) business days after receipt of laboratory analysis results.
- d) Clearance Inspection
 - i) When the visual portion of the Clearance Inspection fails, the result must be communicated promptly to the Office while the Inspector is on-site. When the media samples are collected as part of the clearance inspection, the Inspector will interpret the laboratory results. Passage or failure must be communicated promptly to the Office. A Certification of Lead Safe Status or written notice of clearance failure is due to the Office within two (2) business days after receipt of the laboratory results.

III. ENVIRONMENTAL LEAD INSPECTIONS & CLEARANCE INSPECTIONS

Environmental Lead Inspections

All inspections must be conducted in accordance with the current version of the Rhode Island Rules and Regulations for Lead Poisoning Prevention [R23-24.6PB] and Title X, HUD Part 35, EPA 40 CFR Part 745. Reports may be produced and submitted electronically to the Office; however, report submissions to homeowners and occupants must follow the RI Rules and Regulations for Lead Poisoning Prevention.

Reports must be submitted on forms approved by the RIDOH and include the following:

- 1) Every effort must be made to access all rooms and closet interiors. Owners and occupants will be instructed to ensure free access to all areas. If inspector is unable to test all areas, the Office must be contacted immediately. No AP and no exceptions, all components must be tested.
- 2) Interior units and common areas reported independently.

Interior surface identification and evaluation must include at a minimum:

- | | | |
|------------------------|------------------------|-------------------|
| ◆ Ceiling | ◆ Window sill | ◆ Cabinet door |
| ◆ Crown molding | ◆ Window casing | ◆ Cabinet trim |
| ◆ Upper wall (4 sides) | ◆ Window interior stop | ◆ Cabinet frame |
| ◆ Chair rail | ◆ Window track | ◆ Cabinet shelf |
| ◆ Lower wall | ◆ Door | ◆ Cabinet drawers |
| ◆ Baseboard | ◆ Door casing | ◆ Stair tread |
| ◆ Floor | ◆ Door jamb | ◆ Stair riser |
| ◆ Radiator | ◆ Door threshold | ◆ Stair Stringer |
| ◆ Pipe | ◆ Closet Door | ◆ Hand rail |
| ◆ Window interior sash | ◆ Closet Ceiling | ◆ Rail System |
| ◆ Window exterior sash | ◆ Closet wall | |
| ◆ Window well | ◆ Closet Floor | |

- 3) All binding doors must be identified by "binding".
- 4) All surfaces which show evidence of teeth marks must be identified by "teeth".
- 5) Window protocol – As part of the initial CELI, Inspector will provide:
 - XRF readings for all window components, including sashes, jambs, wells, casings and related components and documented in the inspection report.
 - If XRF testing is inconclusive, Inspector may be directed by the Office to return to property and collect paint chips from components to confirm presence of lead based paint.
 - Every window needs to be tested individually.

6) **CELI - Dust Wipe Sampling**

Dwelling units: Interior dust samples shall be collected from areas representing the "worst case" situation. Samples from floors and carpets shall be collected in high traffic areas nearest entries, in children's bedrooms and play areas and/or under windows. A minimum of eight (8) interior dust wipe samples plus one (1) blank shall be collected from each of the following five (5) areas: Floors; window sills and/or wells (at least one window well per unit); carpets/upholstered furniture if present; room(s) frequently used for play and bedrooms.

Common areas: Interior dust samples shall be collected from areas representing the "worst case" situation. At least one (1) dust wipe shall be collected from each floor of the common area with a minimum of two (2) interior dust wipe samples per common area. At least one dust wipe per porch where children may play.

7) Soil samples must be collected in the following locations:

- 1 sample from each side of the house, 0'-3' from the house foundation or apron
- 1 sample [composite] 0'-3' of all ancillary structures
- 1 sample where paint chips or sanding debris are visible
- 1 sample [composite] for each play area
- 1 sample [composite] from a garden

8) Paint chip collection/evaluation shall be performed as directed by the Office.

Clearance Inspections

General Guidelines: Inspecting firms must perform a clearance inspection and ship the lab samples on the same. The Inspecting Firm will review the results from the lab and notify the Office, contractor and the unit occupant(s) of the pass/fail nature of the results. The inspector must assume these notification duties in the following instances:

- 1.) When results are provided on a Saturday or Holiday.
- 2.) When results are not available during normal business hours i.e. after 5:00 PM.
- 3.) When Office staff requests that the inspector contact the contractor and the unit occupants.

The Lead Hazard Reduction Contractors are required to inform both the Office and the inspector of the need for a clearance inspection 24 hours in advance. If an Inspector is unable to conduct the clearance at the requested time, then the Office must be notified immediately. The contractor and inspector shall endeavor to coordinate inspection appointments to eliminate down time for either party.

Tardiness (>30 minutes late for appointment) by the inspector or contractor will not be tolerated and shall be reported to the Office. Denied access or unprofessional behavior by the contractor will result in a failure and shall be reported to the Office. Repeated tardiness by the inspector may result in suspension or revocation of the bid.

Clearance Inspection Guidelines:

- A. The clearance inspection should allow a minimum of thirty (30) minutes for the contractor to make necessary corrections for the unit/common/exterior to pass the inspection. If the corrections cannot be made in a reasonable time period (inspectors discretion to allow >30 minutes), the inspector will inform the contractor the visual clearance has failed by stating the

fact verbally, and documenting the failure. The return inspection should be scheduled at this time. The inspector shall notify the Office immediately of the failure.

- B. Interior dust samples shall be collected in accordance with the criteria and procedures specified previously in Environmental Lead Inspections, Section 6, but only after the dwelling unit/common area has passed a visual inspection of the interior.
- C. Reports
- The contractor is responsible for providing a completed Lead Safe or Free Certificate.
 - The inspector will email copies of the lead safe certificate to the Office and the contractor within 24 hrs. of receiving the passing sample results.
 - The final clearance CELI report will be submitted to the Office, with the invoice for the inspection. This report shall include the following: inspection cover page, wipe results page, lab report, and a copy of the lead safe certificate.
 - The inspector will include a summary page of all rooms and locations where lead paint was determined to be present and its condition at the time of the inspection.
 - The inspector shall provide evidence to the Office that a copy of the final clearance CELI report was mailed to the owner/occupants.

Down Grade Inspection for Gut Rehab Projects (Interior Only)

Buildings that have undergone a gut rehab of the interior and/or exterior are eligible for a Down Grade Clearance. A successful down grade inspection allows non-licensed construction personnel to work in the building. The Inspector will perform a visual inspection of the property and document the following:

- All previously painted surfaces have either been removed from the interior of the building, or have been stabilized to a lead-safe condition.
- All construction debris has been removed and dust has been cleaned up from the building.

Following a successful downgrade inspection, the inspector will issue a letter to the owner, the contractor, DOH and the Office within two (2) business days acknowledging the successful downgrade and documenting the painted components removed and any painted components that still remain.

In the event of failure to pass the downgrade inspection, the inspector will both verbally and in writing inform the contractor and the Office of the failure and the measures needed to pass inspection, preferably while on site, but no later than 24-hrs. after the downgrade inspection.

IV. SUBMISSION OF PROPOSALS AND PROPOSAL ELEMENTS

Written proposals from qualified Inspection Firms shall be submitted to the City of Warwick, Purchasing Division, 3275 Post Road, Warwick, RI 02886.

Proposals should address at a minimum:

1. A brief statement of the firm's background and relevant work experience with regards to being able to perform work detailed in the Scope of Work.
2. A description of the background and experience of the designated project coordinator and other personnel who will perform the lead inspections.
3. A proposed cost breakdown for the following work items:

- a. Comprehensive Environmental Lead inspection of single & multi-family units, including minimally required dust, XRF testing, paint, water and soil samples.
 - b. Limited Inspection
 - c. Comprehensive Clearance of single & multi-family units, including minimally required dust, XRF testing, paint, water and soil samples.
 - d. Limited Work Site Clearance Inspection of areas where limited amounts of lead based paint disturbance occurred in the dwelling units, including minimally required dust, XRF testing, paint, water and soil samples
 - e. Unit prices for dust, paint chips, soil and water samples for as needed sampling.
4. References for similar projects or programs undertaken in the last three years.
 5. Disclosure of any existing representative arrangements with specific building materials manufacturers or general contractors or any other business relationship which could influence the inspector's objectivity in conducting the inspections.
 6. Description and copies of the firm's insurance coverage's.
 7. Evidence of Certification and Licensing by the RI Department of Health.

V. SELECTION PROCESS AND AWARD

Proposals will be reviewed by City staff. The following criteria, not listed in order of priority, will be used to evaluate proposals:

	<u>Points</u>
1. Relevant experience	20
2. Qualifications of project participants and assignment of experience personnel	20
3. Value of proposed costs relative to other firms	30
4. Ability to communicate in written and oral forms	10
5. Demonstrate ability to meet tight time frames	10
6. Evaluation of references	<u>10</u>
Total Points	100

VI. SELECTION PROCESS AND AWARD

1. The City reserves the right to reject any or all proposals, to waiver any informality and to select and negotiate the inspection services in the best interest of the City.
2. The Lead Inspection Firm shall guarantee to perform the inspection services offered and the total price of the proposal for a period of not less than one year from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal and to negotiate a contract for services and price with the selected firm or firms.
4. The firm shall provide all necessary labor, materials and equipment to perform and complete all work under this proposal.

5. The firm shall be prepared to commence work immediately upon execution of a contract with the City.

Any questions regarding the Request for Proposals may be directed to:

William R. Facente, Acting Program Coordinator / Housing Officer
Office of Housing & Community Development
401-921-9688

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2019-237 Lead Inspection Services

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as Follows

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

TITLE OF SPECIFICATION: Bid2019-237 Lead Inspection Services

COMPREHENSIVE INSPECTION & CLEARANCE

Item No.	Description	Unit Price
1.	Comprehensive Environmental Lead Inspection	
	a. Single Family	\$ _____
	b. Multi-Family (per unit, including common areas)	\$ _____
2.	Limited Inspection	
	a. Hazard Confirmation (3 surfaces per room, including soil sampling and common area for 2-3 units)	\$ _____
3.	Downgrade Inspection	\$ _____
4.	Comprehensive Clearance	
	a. Single Family	\$ _____
	b. Multi-Family (per/unit & common area)	\$ _____
5.	Limited Worksite Clearance	\$ _____
6.	Clearance	
	a. Single	\$ _____
	b. Interior Only	\$ _____
	c. Exterior/Common	\$ _____
	d. Soil Only	\$ _____
7.	Unit prices for additional needed sampling, as follows:	
	a. Dust	\$ _____
	b. XRF Testing	\$ _____
	c. Paint Chips	\$ _____
	d. Soil	\$ _____
	e. Water	\$ _____