



## City of Norwich

Department of Finance – Purchasing Agent  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706  
Fax: (860)823-3812  
E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### REQUEST FOR PROPOSALS

**RFP No.:** 17-01

**Opening Date and Time:** August 19, 2016 at 2:00 P.M.

**Title:** Lead Based Paint Inspection, Risk Assessment and Project Planning Services

**Special Instructions:**

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 17-01

Not to be opened until August 19, 2016 at 2:00 P.M.

**Return Proposals to:**

William R. Hathaway, Purchasing Agent  
City of Norwich  
100 Broadway, Room 105  
Norwich, CT 06360-4431

**CITY OF NORWICH**

**Request for Qualifications and Proposals  
Lead Based Paint Inspection, Risk Assessment and Project Planning Services**

**RFQ/P No. 17-01**

Sealed qualifications and proposals for **Lead Based Paint Inspection, Risk Assessment and Project Planning Services** will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until 2:00 P.M. prevailing time on **August 19, 2016**. All bids will then be publicly opened and read.

The proposal documents may be downloaded from the following websites:

City of Norwich	<a href="http://www.norwichct.org">http://www.norwichct.org</a>
State of Connecticut	<a href="http://das.ct.gov">http://das.ct.gov</a>

Addenda, if any will be posted on the websites indicated above. All potential respondents, prior to submitting their bids, should check the above websites to ensure it has received all issued addenda.

The City of Norwich reserves the right to reject any and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer.

William R. Hathaway  
Purchasing Agent

**RETURN THIS FORM IMMEDIATELY**

City of Norwich, CT  
Acknowledgement: Receipt of RFP Documents



RFP No.: 17-01

**Lead Based Paint Inspection, Risk Assessment and Project Planning Services**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 08/01/2016

Date Documents Received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a response? \_\_\_\_\_ Yes \_\_\_\_\_ No

Print or type the following information:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**

Fax No.: (860)823-3812

E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

Fax or e-mail this sheet only. A cover sheet is not required.

**DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP**

# City of Norwich Connecticut

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100 Broadway, Room 105  
Norwich, CT 06360-4431

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Fax Number:  
(860)823-3812

<http://www.norwichct.org>



## Standard Proposal and Contract Terms and Conditions

All Requests for Proposals issued by the City of Norwich ("City") will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### Submission of Proposals

1. Proposals must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Proposals will not be accepted in response to an Invitation for Proposals.
2. Proposers shall bear any and all costs associated with response to this invitation to Proposal, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Proposals are to be opened is given in each Proposal issued. Proposals received after the specified time and date of Proposal opening given in each Proposal shall not be considered. **Proposal envelopes must clearly indicate the Proposal number** as well as the date and time of the opening of the Proposal. The name and address of the Proposers shall appear in the upper left hand corner of the envelope.
4. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
5. Incomplete Proposal forms may result in the rejection of The Proposal. Amendments to Proposals received by the City after the time specified for opening of Proposals, shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. All Proposals shall be signed by a person duly authorized to sign Proposals on behalf of the Proposers. Unsigned Proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the Proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Proposal for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject

any and all Proposal responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Proposal to the City or its subcontractor or supplier.

8. Conditional Proposals are subject to rejection in whole or in part. A conditional Proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Proposals.
9. Alternate Proposals will not be considered, unless specifically authorized in the invitation to Proposal. An alternate Proposal is defined as one which is submitted in addition to the Proposers primary response to the invitation for Proposals.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Proposal, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.
12. By its submission the Proposers represents that the Proposal is not made in connection with any other Proposers submitting a Proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Proposals will be opened and read publicly and upon Award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Proposal opening are generally not available until a contract has been formally awarded.
14. Proposal and or performance bonds may be required, if Specifically required within the specifications. Bonds must meet the following requirements:  
**Corporation** - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and

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indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial General liability insurance to protect it from loss. The following minimum limits shall be met:

**Bodily Injury and Property Damage:** \$1,000,000 each occurrence; \$2,000,000 aggregate

**Products or Completed Operations:** \$1,000,000 each occurrence; \$2,000,000 aggregate

**Professional Liability (Errors and Omissions):** \$2,000,000 each occurrence

**Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property):** \$1,000,000 combined single limit for each accident

**Workers' Compensation:** Shall be in accordance with State of Connecticut requirements at the time of Proposal. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

**Umbrella/Excess Liability:** \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis. .

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

### Samples

16. Accepted Proposal samples do not supersede Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Proposal sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

### Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Proposers in default of any prior contract or guilty of misrepresentation or any Proposers with a member of its firm in default or guilty of misrepresentation.

### Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

### Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

23. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Proposers.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Proposers hereinafter referred to as persons



## Standard Proposal and Contract Terms and Conditions

requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Proposers or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Proposers or any participant or spectator or anyone directly or indirectly employed or working for the Proposers while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

### Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Proposal specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Proposal specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

### Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

### Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

### Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with



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Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**CITY OF NORWICH  
OFFICE OF COMMUNITY DEVELOPMENT**

**REQUEST FOR PROPOSALS – RISK ASSESSMENT, INSPECTION, AND PLANNING SERVICES**

The City of Norwich is seeking proposals for Lead Based Paint Inspection, Risk Assessment, and Project Planning to be provided to the Lead Based Paint Hazard Control and Property Rehabilitation Programs. The contract will commence on or about September 15, 2016 and will terminate upon the full expenditure of the grant program dollars (on or about September 14, 2019).

Contractors/Consultants to submit proposals on the attached bid form along with the following information:

- Copy of Lead Abatement Consultant License
- Copy of resume of Inspector Risk Assessor and Project Planner showing at least five (5) years of direct experience in Lead Based Paint Inspections, Risk Assessment and Project Planning, and an additional five (5) years experience in residential construction methods and materials. The person(s) must also hold State of Connecticut Department of Public Health Licensure in the following categories:
  - a. Lead Inspector/Risk Assessor
  - b. Lead Project Planner/Designer

Respondent evaluations will be based on the following:

1. The organizations experience providing this service in the public and/or private sector
2. Staffing Capacity: Please include resumes, professional designations and industry experience; and demonstrated ability to work within the guidelines provide in, but not limited to sections A and B
3. History of previous successful projects with the City of Norwich
4. The combined cost of Risk Assessment, Comprehensive Lead Inspection, Project Planning/Design, and Final Clearance/Closing Package (items I-IV listed below)

**A. RESPONSIBILITIES OF THE CONTRACTOR/CONSULTANT:**

The contractor/consultant will provide the following services on a per-diem basis to the City of Norwich:

1. **Lead Inspections/Risk Assessments:**  
The contractor/consultant will perform initial inspections and/or risk assessments for the purposes of determining the presence, location, quantity and risk of lead based paint contamination in association with a rehabilitation scope of work. Inspections will be submitted to the Lead/Rehabilitation Officer and Uncas Health for further evaluation and action. Completed inspection reports must be submitted to the City within 15 days of order for testing.
2. **Lead Planning/Project Design:**  
The project planner will take the initial inspection and provide an abatement plan for use in the scope of work for rehabilitation. The report will be submitted within 15 days to the Lead/Rehabilitation Officer for approval through the Health Department. Required revisions to the plan based upon Health Department requests will be addressed by the contractor/consultant. Additionally, in the event that a given property is located in a Local or National Historical District, the project planner will be required to submit completed plans via registered mail (billable to us) to the State Historical Department for comment and review.
3. The contractor/consultant will retain and utilize laboratory services for the purpose of analyzing paint chip, dust and soil samples, water testing, and TCLP evaluations of the contractor's/consultant's waste stream. **Note:** The City's Lead Paint Hazard Control Program will be

responsible for the costs associated with the shipping and laboratory analysis of all samples. Consultant/Contractors proposals are to be submitted to include all activities outlined, through the physical process of collection up to shipping.

4. The contractor/consultant will provide hourly consulting services for on-site inspection using laboratory analysis or XRF equipment.
5. The contractor/consultant will provide Final Clearance Testing for all rehabilitation projects on a unit by unit basis. The contractor/consultant will provide a final clearance report in a format to be approved by the Health Department as well as the City of Norwich.
6. The contractor/consultant will be required to attend a minimum of one meeting per month with the City of Norwich to address individual progress of projects, and to set testing schedules.
7. The contractor/consultant must have the ability to be on-site for re-wipes or special project circumstances within 24-hours of request.

**B. CONTRACT SUPERVISION**

The contractor/consultant will be working for the City of Norwich, Office of Community Development through the Lead Based Paint Hazard Control/Property Rehabilitation Programs. The Lead/Rehabilitation Officer will manage the daily contract with overall supervision by the Community Development Supervisor.

**C. PAYMENTS TO CONTRACTOR**

Payments to the contractor/consultant will be processed for completed work only upon submission of original invoice and an e-mail as well as hard-copy of all work product plan and reports to the City.

**CITY OF NORWICH  
PROPOSAL FORM**

(Submit the original and one (1) copy of this Proposal Form and copies of all other requested documents.)

Contractor's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contractor Physical Address (if different than above)

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Lead Consultant License Number: \_\_\_\_\_ Expires: \_\_\_\_\_ (enclose copy)

Insurance Carrier: \_\_\_\_\_ Phone: \_\_\_\_\_

(Attach a certificate of insurance listing the City of Norwich as Additional Insured)

Lead Inspector/Risk Assessor: \_\_\_\_\_

Connecticut License Number: \_\_\_\_\_ Expires: \_\_\_\_\_ (enclose copy)

Lead Project Planner/Designer: \_\_\_\_\_

Connecticut License Number: \_\_\_\_\_ Expires: \_\_\_\_\_ (enclose copy)

Please fill in the following price breakdown based upon approximately 20 structures per year, which may include as many as 40 housing units annually. Depending on capacity, the City is considering retaining multiple lead consultant contractors.

**Multi-unit terms and conditions:** While contractor/consultants are instructed to base their cost proposals for each of the following items on a single unit property basis, all additional units associated with the property will be assessed a 15% reduction.

**I. Risk Assessment per single unit property to include all outlined costs:**

\$ \_\_\_\_\_

Risk Assessment to include the following break down of activities and associated costs.

**Activity and Cost Clarification:** Risk Assessment unit pricings are to include the following.

1. A written lead paint hazard risk assessment report based on a visual inspection of the condition of all painted surfaces within the property.
2. Sample Dust wipes- A minimum of 3 interior wipes.
3. Soil samples- A minimum of 3 soil samples. (per property basis)

**II. Comprehensive Lead Inspection per single unit property (XRF):**

\$ \_\_\_\_\_

Comprehensive Lead Inspection will include a complete XRF Inspection of the housing unit to meet Federal, State and Local requirements; a complete identification of the location and assessment of the paint condition of each tested area.

**Activity and Cost Clarification:**

1. Complete testing of exterior painted surfaces.
2. Soil samples to include 12 samples on exterior of building, including all four sides as well as additional samples for bare soil and play areas as needed.
3. Complete testing of all interior painted surfaces, by room and to include adjacent common areas.
4. A floor plan of housing units with identification of the location where dust wipe samples were taken.

Note: HUD guidelines do not allow for a representative sample. XRF testing is required for all situations where component replacement is an option.

**III. Project Planning/Design per single unit property:**

\$ \_\_\_\_\_

Project planning to include an abatement plan, with a detailed scope of work for the correction of identified lead paint based hazards within the properties interior and exterior.

**IV. Final Clearance/Closing Package per single unit property:**

\$ \_\_\_\_\_

**Activity and Cost Clarification:**

1. Visual inspection and assessment of completed lead hazard control work prior to testing on site.
2. Visual inspection of the unit preparedness for the final dust wipes collection.
3. Final dust wipe collection and laboratory submittal.
4. Letter of lead paint hazard correction compliance to the approved specification.
5. Copies of dust wipe results.
6. Written management plan with a detailed description of the levels and locations where lead paint still exists within the unit.
7. Written procedure for monitoring and maintained of areas that contain hazardous levels of lead paint for the purpose of ensuring they stay in an intact and safe condition.

\*\*\*Final clearance testing to meet requirements of Federal, State, and Local lead regulations. Final clearance report to be submitted for approval to Health Department.

**Total combined single unit property (add items I-IV together):**

\$ \_\_\_\_\_

**Hourly Services:** \$ \_\_\_\_\_ per hour for general consultation as an Environmental Construction Hazard Consultant (based on 1/2 hour increments)/

\_\_\_\_\_

Bid Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_