



April 25, 2022

**REQUEST FOR PROPOSALS
CONTRACTING ASBESTOS & LEAD INSPECTION FIRM SERVICES**

Due Date: **Monday, May 16, 2022**
and time: 5:00 pm (eastern standard time)

Mailing Address: P. O. Box 230
High Point NC 27261

Delivery Address: 211 S. Hamilton St.
Room 312
High Point, NC 27260

Contact: Ed Brown, Project Manager
E-mail: ed.brown@highpointnc.gov
Phone: 336-883-8522
Fax: 336-883-3355

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE, PLEASE CONTACT (336) 883-3349

VENDOR NAME: _____

Bidder Information Form

contract is not valid if this page is not filled in and submitted with RFP

Vendor Name (include d/b/a information if applicable)

Entity Formation (check applicable):

- Corporation
- Limited Liability Company
- Partnership
- Sole Proprietorship
- Limited Company
- Limited Partnership

Ownership Category (check applicable):

- Non-Minority
- Minority
- Historically Underutilized Business (HUB)
- Woman-Owned Business

Race (select all that apply):

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Other

Ethnicity (select one):

- Hispanic or Latino
- Not-Hispanic or Latino

Vendor Street Address

P.O. Box

City, State & Zip

Email Address

Telephone Number

Federal Tax ID #/Social Security #

General Contractor License # (if applicable)

Print Name & Title of Person Signing on Behalf of Vendor

Vendor's Authorized Signature

By checking this box, the above signed vendor acknowledges that terms and conditions associated with this bid have been read and accepted.

Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it **WILL BE REJECTED**. Late bids will **NOT** be accepted.

REQUEST for PROPOSAL

SUMMARY

ASBESTOS & LEAD INSPECTION FIRM SERVICES

The City of High Point, Community Development & Housing Department (CD&H), is accepting Proposals from Certified Firms to provide Asbestos and combination Lead Inspections, Risk Assessments and Clearance testing at residential dwellings in High Point.

The City reserves the right to select more than one Testing Firm. If more than one firm is selected, testing and other service requests will alternate between firms depending on capacity to meet both program and staff deadlines.

Firms may submit Quotes for either of the two specialties for which they are qualified.

RFP Submission Must Include Pages 1-22:

- Page 2..... BIDDER INFORMATION FORM
- Page 10-13.....ATTACHMENT A—ASBESTOS
- Page 14-17.....ATTACHMENT B—LEAD-BASED PAINT
- Page 18-19.....ATTACHMENT C—REFERENCES
- Page 20.....ATTACHMENT D—CERTIFICATION OF FINANCIAL CONDITION
- Page 21.....ATTACHMENT E—EXECUTION OF QUOTE (BID) PROPOSAL

RFP Schedule	
RFP Issue Date	Monday, April 25, 2022
RFP Due Date	Monday, May 16, 2022
Questions Due to Ed Brown	Wednesday, May 4, 2022
Award of Proposal	Monday, May 30, 2022
Contract Begins	Friday, July 1, 2022

REQUEST FOR PROPOSALS (RFP)
Asbestos & Lead Inspection Firm Services

The City of High Point (City) seeks Proposals from Certified Environmental Firms to provide (1) Asbestos Testing and Abatement and (2) Lead Inspections & Risk Assessments and Clearance testing for specified residential properties located in High Point and as assigned by the City of High Point, Community Development & Housing (CD&H) Department. The scope of services includes:

**Asbestos Testing and Abatement, and
Lead Inspections & Risk Assessments and Clearance Testing**

The term of this RFP shall be for the period beginning **July 1, 2022, through June 30, 2023**. The executed contract may be renewed for a 1-year term, based on contractor performance, for no more than 2 additional terms. Multiple awards from this RFP may be made.

The purpose of this Request is: **(1)** To determine and select Environmental Firms to perform specific testing and abatement services; **(2)** To select Firms that have personnel and equipment suitable for the specific work required, and **(3)** To obtain a firm quote (bid) for Testing and Abatement services.

Proposals will be received until **5:00 p.m., Monday, May 16, 2022**, in the Community Development & Housing Department, Third Floor of the High Point Municipal Building, Room 312, 211 S. Hamilton Street, High Point, NC 27260. Proposals are to be marked **“Asbestos & Lead Inspection Services”**. Offerors can submit their Proposals by email (cdadmin@highpointnc.gov), fax ((336) 883-3355) or hand-deliver or mail their Proposals as follows:

City of High Point Community Development & Housing Room 312 211 S. Hamilton Street High Point, NC 27260	City of High Point Community Development & Housing P. O. Box 230 High Point, NC 27261
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Copies of the Request for Proposals may be obtained from Community Development & Housing <https://www.highpointnc.gov/cd> or by calling (336) 883-3349.

Vendors who have not done business with the City of High Point previously and who have not registered using the City’s on-line vendor registration process are highly encouraged to register at: <https://www.highpointnc.gov/1068/New-Vendor-Registration>

The City reserves the right to reject any and all Proposals, as may be determined by the City, to serve its best interest and the City further reserves the right to waive irregularities and informalities in any bid submitted.

The successful offeror shall be required to comply with all applicable equal employment opportunity laws and regulations, and all other applicable governmental laws and regulations as set forth by the City of High Point and the State of North Carolina.

Special Accommodations: The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations call 336-883-3298, TDD # 336-883-8517, or the North Carolina Relay System (TDD #1-800-735-2962). Esta información está disponible en español 336.883.3349.

In accordance with the Federal Americans With Disabilities Act (“the Act”), the City of High Point will not discriminate against individuals with disabilities and will not do business with vendors who discriminate against such individuals in violation of the Act.

This printed material will be provided in an alternative format upon request.

A. GENERAL INFORMATION

1. INTRODUCTION

The City of High Point (City) seeks Proposals from Qualified Individuals and Firms to provide Asbestos Testing and Abatement, and Lead Inspections, Risk Assessments and Clearance Testing, on an as-needed basis for assignment at mostly small residential projects. Contractors are responsible for securing all applicable permits.

The City set its goals as follows:

Type	# of Units
ASBESTOS Residential Housing Units	25
LEAD-BASED PAINT Residential Housing Units	20

However, this is an **approximate** number and there will be no guarantee of the amount of work to be performed if selected.

Additional Details:

- a. The contractor is responsible for relevant permits and leaving the job site neat and clean.
- b. No subcontracting unless pre-approved in writing by CD&H.
- c. CD&H shall be the Contract Administrator.

2. RFP QUESTIONS

Questions concerning this RFP must be sent to Ed Brown, Project Manager, no later than:

12:00 p.m. on Wednesday, May 4, 2022.

Questions must be submitted via email to ed.brown@highpointnc.gov.

3. PROPOSALS DUE DATE

Proposals shall be mailed or delivered* no later than **5:00 p.m. Eastern Standard Time, on Monday, May 16, 2022,** subject to the specifications, instructions, and conditions contained herein and attached hereto. Proposals will be received at the above stated office until the date and hour specified, local time prevailing. There will not be a public opening of Proposals received.

*Email submissions will be received until 12:00 a.m. on May 16th.

Any Proposal received after the announced time and date of opening, shall not be considered.

Offerors shall submit one bound original of the Proposal package, as outlined in this RFP document.

4. CONTRACT TERMS

The scope of services will be for the period **July 1, 2022, through June 30, 2023.** The contract may be extended July 1, 2023 - June 30, 2024, and July 1, 2024 - June 30, 2025, upon the mutual agreement of both parties in writing.

5. LATE SUBMISSIONS

Any Proposal package received after the date and time in section three (3) above, shall not be considered, and will be returned unopened.

6. COMPETITIVE SELECTION

The successful Offeror will be selected on a fair and rational basis, and the evaluation factors outlined below shall be applied to all eligible, responsive Offerors in comparing Proposals and selecting the successful Offeror. Award of a contract may be made without discussion with Offerors after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the purchase order if the successful Offeror has not performed within the date specified by the Offerors response.

7. PAYMENT

The City shall pay the Contractor the total amount stated in their Proposal for the Contractor's full provision of the Services. A contract that includes a payment schedule based on tasks, timetables and/or percentages of completed work will be developed prior to work commencing with the awarded.

8. SALES TAX

Sales Tax shall not be included in any proposed prices. The City of High Point is not tax exempt and will pay sales tax where applicable. Sales tax shall be invoiced as a separate line item.

9. MINORITY AND WOMEN-OWNED BUSINESS ENTITIES (MWBE)

Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled or disadvantaged persons.

10. CONTRACTS

It is recognized that the formal basis of any agreement between vendor and user will be a contract to be negotiated between parties rather than a Proposal. In submitting Proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their Proposals. Vendors must also be prepared to meet the City's insurance requirements at the time the contract is awarded. Vendors must submit a sample of any of their own contracts related to software maintenance and licensing. Contractor shall be required to sign a City of High Point Purchases contract, a sample of which is included in this RFP.

11. REJECTION OF BID

The City of High Point reserves the right to reject any and all Proposals, to waive any informality in Proposals received, to accept or reject any or all of the items in the Proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Offerors if it is deemed in the City's best interest. Moreover, the City reserves the right to make no selection if Proposals are deemed to be outside the fiscal constraint or not in the best interest of the City.

12. INSURANCE

The Contractor shall purchase and maintain during the life of this contract comprehensive general liability and other insurance as is appropriate for the work being performed as outlined in the sample agreement which is attached for your reference.

B. PROPOSAL FORMAT

1. PROPOSAL PACKAGE EVALUATION CRITERIA

Proposal package will be evaluated on the firm's ability to meet the requirements of this Request.

Provide in Proposal:

- Submittals as completed by the due date
- Pages 1-22
- All other requested information as specified

2. SUBMITTAL REQUIREMENTS

If your firm would like to be considered for providing the required services, please submit: one (1) bound original proposal. Please clearly identify it as your Proposal Package, including the cover letter.

Hand-delivered to:

City of High Point
Community Development & Housing Department, Room 312
Attn: Mrs. April Jones
211 S. Hamilton Street
High Point, NC 27260

Mailed to:

City of High Point
Community Development & Housing Department, Room 312
Attn: Mrs. April Jones
PO Box 230
High Point, NC 27261

Emailed to:

City of High Point Administration
Attn: Mrs. April Jones
cdadmin@highpointnc.gov

3. SUBMITTAL PACKAGE CONTENT AND FORMAT

Proposals, including attachments and other required documentation, should be placed in a manila envelope with the words, "**Asbestos & Lead Inspection Services**" clearly visible. The City will not consider mailed Proposals that do not arrive prior to the Proposal deadline.

C. SELECTION PROCESS

The City will conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFP. Interviews with vendors are not anticipated but may be held at the option of the City.

The City reserves the right to obtain clarification of any point in a vendor's Proposal Package or to obtain additional information. All vendors who submit Proposal Packages will be notified of the City's

choice. Final approval of any selected vendors may be subject to the action of City Council or appropriate City officials.

D. EVALUATION CRITERIA

- Proposals will be received from each offeror in a sealed envelope or package.
- Each original shall be signed and dated by an official authorized to bind the firm. Unsigned Proposals will not be considered.
- All Proposals must be received by the City of High Point not later than the date and time specified on the cover sheet of this RFP.
- At their option, the evaluators may request oral presentations or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the Proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all Proposals should be complete and reflect the most favorable terms available from the offeror.

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the offeror and its staff, and cost. The evaluators will randomly select at least three of offeror's references, but the evaluators' reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure of the offeror to list all similar contracts in the specified period may result in the rejection of the offeror's Proposal. The evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts and the information obtained may be considered in evaluating offeror's Proposal. Award of a contract to one offeror does not mean that the other Proposals lacked merit, but that, all factors considered, the selected Proposal package was deemed most advantageous to the City of High Point.

The City shall consider the following factors to ensure that any award will be in the best interest of the City of High Point:

- Total cost to the City of High Point (Cost Competitiveness)
- Timeliness to perform
- Completeness
- Professional Proposals
- References

E. PUBLIC RECORDS

Upon receipt by the City, your Proposal is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposal Packages will be reviewed by the City's Selection Committee, as well as other City staff and members of the general public who submit public record requests. To properly designate material as a trade secret under these circumstances, each vendor must take the following precautions: (a) any trade secrets submitted by a vendor should be submitted in a separate, sealed envelope marked "Trade Secret -

Confidential and Proprietary Information - Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope. Do not designate your proposed pricing as a trade secret.

In submitting a proposal package, each vendor agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each vendor agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the vendor has designated as a trade secret. Any vendor that designates its entire Proposal package as a trade secret may be disqualified from the selection process. Information in the Request for Proposal responses will not be shared until after award of contract.

F. CONDITIONS AND RESERVATIONS

Upon receipt of this Proposal package, the City reserves the right to meet with any or all consultants submitting Proposals at any time prior to an award in order to assure that the successful Proposal most nearly meets all goals and objectives. The right is further reserved to use any or all ideas presented in any response to this Request for Proposals, whether amended or not. Selection or rejection of the Proposal does not affect this right. During the course of review and evaluation of Proposals, the City further reserves the right to negotiate with the consultant whose Proposal most closely meets the City’s goals and objectives for this project, to amend that consultant’s original Proposal by additions or deletions.

G. RFP Schedule

This table is to provide interested firms information about the schedule anticipated by the City. This is an estimate only and may change.

RFP Schedule	
RFP Issue Date	Monday, April 25, 2022
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H. CLOSING

Any questions or clarification regarding this RFP shall be directed to: Ed Brown, Project Manager, City of High Point Community Development and Housing Department, 211 S. Hamilton Street, High Point, NC 27260. Telephone Number: (336) 883-8522. Email Address: ed.brown@highpointnc.gov.

The City of High Point is an equal opportunity/affirmative action employer that does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services.

This information is available in Spanish or any other language upon request. Please contact Kyeisha Hicks at (336) 883-3349 or at 211 S. Hamilton Street, Room 312 for accommodations for this request.

Esta información está disponible en español o cualquier otro idioma bajo petición. Por favor, póngase en contacto con Kyeisha Hicks (336) 883-3349 o al 211 S. Hamilton Street, Room 312 para alojamiento para esta solicitud.

Eligible Section 3 businesses as defined in the Housing and Urban Development Act of 1968, as amended, are encouraged to apply.

ATTACHMENT A
Asbestos

PROPOSAL FORM

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

LICENSES:

Attach copies of all qualifying licenses and certifications held in the name of the company

DESCRIPTION OF SERVICES, PERSONNEL AND EQUIPMENT OFFERED BY YOUR BUSINESS

Make any comments in reference to your performance or special abilities here:

Asbestos

Purpose:

The selected Firms shall have qualifications and experience to perform the following:

- Conduct asbestos inspection services varying in scope as defined by and as selected by the City of High Point. These asbestos inspection services may range from simple reconnaissance-level observation (no sampling or testing) to full-scale asbestos surveys of sufficient detail which may include sampling, lab testing, and comprehensive report preparation to satisfy regulatory agencies in the course of building renovations, demolition, etc., involving asbestos containing materials (ACM).
- Prepare reports as defined and as required that estimate quantity, location, and description of each suspect or confirmed ACM material supported by a map showing sample locations, and appropriate chain-of-custody and original lab results/tables appended. Survey report results must be concisely presented to facilitate estimation of abatement costs. • Firms must be qualified to provide expert witness services relating to asbestos containing materials identification & testing.

SCOPE OF WORK The selected firm or firms shall have qualifications and experience to perform the scope of work for the following described discipline “Asbestos Containing Materials Identification, Testing & Abatement”:

- Conduct asbestos inspection services varying in scope as defined by and as selected by the City of High Point. *Many of the properties will be subject to City Ordered Demolition.* These asbestos inspection services may range from simple reconnaissance-level observation (no sampling or testing) to full-scale asbestos surveys of sufficient detail which may include sampling, lab testing, and comprehensive report preparation to satisfy regulatory agencies in the course of building renovations, demolition, etc., involving asbestos containing materials (ACM);
- Prepare reports as defined and as required that estimate quantity, location, and description of each suspect or confirmed ACM material supported by a map showing sample locations, and appropriate chain-of-custody and original lab results/tables appended. Survey report results must be concisely presented to facilitate estimation of abatement costs.
- Firms must be qualified to provide expert witness services relating to asbestos containing materials identification & testing.

The following industry and regulatory standards, and all of the performance requirements that they contain, shall be part of the requirements of the scope of work for this category.

Asbestos and environmental guide books, standards, codes, regulations, ordinances and laws referenced for Asbestos Containing Materials Identification & Testing include but are not necessarily limited to the following:

- a.) United States Environmental Protection Agency regulations; “Asbestos” as identified in (40 CFR 763 et seq.), and,
- b.) United States Department of Labor, Occupational Safety & Health Administration standards; “General Industry Standards for Asbestos” as identified in (29 CFR 1910.10), and,
- c.) United States Environmental Protection Agency guide book; “Guidance for Controlling Asbestos -Containing Materials in Buildings”, June 1985 (referred to as “the Purple Book”), and,
- d.) United States Environmental Protection Agency regulations; “National Emission Standards for Hazardous Air Pollutants (NESHAP)” as identified in (40 CFR 61.140, Subpart M, Asbestos), and, e.) North Carolina Air Quality Rules & Regulations.
- e) N.C. Accredited Asbestos Professionals per Asbestos Hazard Management Regulations found at: <https://epi.dph.ncdhhs.gov/asbestos/demolition.html>

The removal must be done only by N.C.-accredited asbestos professionals. Owners or operators must obtain an asbestos removal permit from the HHCU prior to any renovation project that will disturb more than 35 cubic feet, 160 square feet, or 260 linear feet of regulated asbestos-containing material.

ASBESTOS QUOTE

Asbestos Price List: Based on the requirements of this document, provide prices below:

1. Survey performed by certified inspector including report preparation. Daily and half day rates include costs for travel time, mileage, etc.

A. Daily rate \$_____ per day. (Daily rate based on 8 hours on site).

B. Half day rate \$_____ per day. (Half day rate based on 4 hours on site).

2. On-site asbestos monitoring and oversight including on-site analysis of samples and report. Daily and half day rates are for on-site activities only. Travel time, mileage, etc. are not to be billed separately. The daily rate also includes all PCM samples necessary to meet federal and state regulations, and in conformance with good industrial hygiene practice.

A. Daily rate \$_____ per day. (Daily rate based on 10 hours on site).

B. Half day rate \$_____ per day. (Half day rate based on 5 hours on site).

C. Hourly rate for over 10 hours \$_____ per hour

3. Laboratory analysis of bulk samples using polarized light microscopy, using the EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples.

A. Cost \$_____ per sample with 3 hour turn around

B. Cost \$_____ per sample with 6 hour turn around

C. Cost \$_____ per sample with 24 hour turn around

D. Cost \$_____ per sample with 48 hour turn around

4. Laboratory analysis of bulk samples using the point counting method.

A. Cost \$_____ per sample with 6 hour turn around

B. Cost \$_____ per sample with 24 hour turn around

C. Cost \$_____ per sample with 48 hour turn around

5. Laboratory analysis of air samples

A. Cost \$_____ per sample using PCM (NIOSH 7400) with 24 hour turn around.

B. Cost \$_____ per sample using TEM with 24 hour turn around.

ATTACHMENT B
Paint Inspection, Risk Assessment & Clearance

PROPOSAL FORM

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

LICENSES:

Attach copies of all qualifying licenses and certifications held in the name of the company

DESCRIPTION OF SERVICES, PERSONNEL AND EQUIPMENT OFFERED BY YOUR BUSINESS

Make any comments in reference to your performance or special abilities here:

Lead-Based Paint Inspection, Risk Assessment and Clearances

Purpose:

The selected Firms shall have qualifications and experience to perform the following:

Lead-Based Paint Identification and XRF Testing: Scope of Work for this category may include, but is not necessarily limited to, the following components as listed below:

Conduct interior and exterior surface by surface investigations and inspections of all assigned buildings to determine the presence of Lead Based Paint (LBP) in or on the structures.

- Develop site specific sampling protocols to determine how many samples will be taken, on which surfaces they will be taken and using appropriate sampling and collection procedures.
- Conduct an exterior investigation and inspection of the ground surfaces for all assigned buildings and sites to determine the presence of LBP in the soils
- Perform and prepare Lead Based Paint “Risk Assessments” to identify lead-based paint hazards on the selected and assigned sites and buildings. The assessment investigation should determine and report the existence, nature, severity, and location of the LBP hazards on the site and in the buildings.
- Perform and prepare Lead Based Paint “Lead-Hazard Screens” to identify lead-based paint hazards.
- Prepare and submit for laboratory analysis lead-based paint chips, dust, and soil samples. • Perform or have performed laboratory analysis of all collected field samples for lead compounds in paint, soil, and dust samples.
- Perform X-Ray Fluorescence Testing (XRF) as required by regulation,
- Prepare and submit reports that detail the processes, procedures used, sampling methodologies conducted, laboratory results and findings as required by regulation,
- Provide any and all personnel as may be required to satisfy the requirements as stated in the standards, codes, regulations, ordinances and laws referenced, including Certified Inspectors, Certified Project Designers, Certified Risk Assessors, and Certified Supervisors,
- Prepare abatement project designs, occupant protection plans, and abatement specifications, in detail, as required or requested,
- Provide expert witness services relating to Lead Based Paint identification and testing, if required.

The following industry and regulatory standards, and all the performance requirements that they contain, shall be part of the requirements of the scope of work. Lead Based Paint environmental guide books, standards, codes, regulations, ordinances and laws referenced for Lead-Based Paint Identification and XRF Testing include but are not necessarily limited to the following:

- a.) United States Environmental Protection Agency regulations; Identification of Dangerous Levels of Lead; Final Rule as identified in (40 CFR Part 745 et seq.).
- b.) United States Department of Housing and Urban Development regulations; as identified in (24 CFR 35 et seq.).
- c.) The United States Code “Residential Lead-Based Paint Hazard Reduction Act of 1992” (Pub. L.101–550; 42 U.S.C. 4851 et seq.), which hereafter is referred to as “Title X.”
- d.) The U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- e.) The Environmental Protection Agency (EPA) Guidance on Residential Lead-Based Paint, Lead-Contaminated Dust, and Lead-Contaminated Soil.
- f.) The Environmental Protection Agency (EPA) Residential Sampling for Lead: Protocols for Dust and Soil Sampling (EPA report number 7474–R–95–001).
- g.) ASTM Standard #E1726, “Standard Practice for Sample Digestion of soils for the Determination of Lead by Atomic Spectrometry.”
- h.) ASTM Standard #E1727, “Standard Practice for Field Collection of Soil Samples for Lead Determination by Atomic Spectrometry Techniques.”
- i.) ASTM Standard #E1728, “Standard Practice for Field Collection of Settled Dust Samples Using Wipe Sampling Methods for Lead Determination by Atomic Spectrometry.”
- j.) ASTM Standard #E1729, “Standard Practice for Field Collection of Dried Paint Samples for Lead Determination by Atomic Spectrometry.”
- k.) ASTM Standard #E1792, “Standard Specification for Wipe Sampling Materials for Lead in Surface Dust.”
- l.) North Carolina Regulations found at Health Hazard Control, Lead-Based Paint Management Programs *in lieu of EPA*: Abatement Activities (LHMP) and Renovation, Repair and Painting (LHMP-RRP).

COST OF SERVICES: PAINT INSPECTION, RISK ASSESSMENT & CLEARANCE

Notes: Paint testing: All paint testing will include paint testing and a report. A "room" is defined as a room, or hallway. Closets are considered part of the room that they are accessory to. Multiple hallways are each considered a room if fully demised (however a 2-story, open hallway is a single room). Pantries would be considered a room if they are a separate space from a kitchen or dining room and 50 sf or larger.

Lead Price List: Based on the requirements of this document, provide prices below:

1. Survey and hazard assessment performed by certified Lead Inspector/Risk Assessor, including report preparation. Daily and half day rates include costs for travel time, mileage, etc.

A. Daily rate \$_____ per day (8 hours on-site)

B. Half day rate \$_____ per day (4 hours on-site)

2. On-site air monitoring/project management performed by certified Lead Inspector/Risk Assessor, during lead abatement activities, including report preparation. Daily and half day rates include costs for travel time, mileage, etc.

A. Daily rate \$_____ per day. (Daily rate based on 10 hours on site).

B. Half day rate \$_____ per day. (Half day rate based on 5 hours on site).

C. Hourly rate for over 10 hours \$_____ per hour

3. Laboratory analysis of air samples using NIOSH Method 7082, 7105, or equivalent.

A. Cost \$_____ per sample with 1 day turn around

B. Cost \$_____ per sample with 2 day turn around

C. Cost \$_____ per sample with 1 week turn around

4. Laboratory analysis of lead bulk and wipe samples using Atomic Absorption Spectrometry Method SW846-7420, or equivalent.

Bulk: A. Cost \$_____ per sample with 24 HR turn around

B. Cost \$_____ per sample with 3-5 day turn around

Wipe: A. Cost \$_____ per sample with 6 HR turn around

B. Cost \$_____ per sample with 24 HR turn around

ATTACHMENT C

REFERENCES

Project Type: **Asbestos Firm** **Lead-Based Paint Firm**

1. Customer Name: _____
Customer Contact: _____
Customer Phone Number: _____
Customer Address: _____
Type of Project: _____
Length of Project: _____

Project Type: **Asbestos Firm** **Lead-Based Paint Firm**

2. Customer Name: _____
Customer Contact: _____
Customer Phone Number: _____
Customer Address: _____
Type of Project: _____
Length of Project: _____

Project Type: **Asbestos Firm** **Lead-Based Paint Firm**

3. Customer Name: _____

Customer Contact: _____

Customer Phone Number: _____

Customer Address: _____

Type of Project: _____

Length of Project: _____

Project Type: **Asbestos Firm** **Lead-Based Paint Firm**

4. Customer Name: _____

Customer Contact: _____

Customer Phone Number: _____

Customer Address: _____

Type of Project: _____

Length of Project: _____

ATTACHMENT D

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.

Authorized Signature

Printed Name and Title

ATTACHMENT E

EXECUTION OF QUOTE (BID) PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed quote.
- All labor costs, direct and indirect, have been determined and included in the proposed quote.
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate sheet.

Therefore, in compliance with this Request for Proposal and subject to all conditions herein, the undersigned offers and agrees, if this Proposal is accepted:

BY: _____
(typed or printed name)

TITLE: _____

(Signature) _____

DATE: _____

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All Proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the Proposal.
2. **CERTIFICATION:** By executing the Proposal, the signer certifies that this Proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The City shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated. Reference to information previously submitted shall not be evaluated.
5. **ELABORATE PROPOSALS:** Elaborate Proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective Proposal are not desired.
6. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the City will not reimburse any offeror for any costs incurred prior to award.
7. **TIME FOR ACCEPTANCE:** Each Proposal shall state that it is a firm offer which may be accepted within a period of **30** days. Although the contract is expected to be awarded prior to that time, the 30-day period is requested to allow for unforeseen delays.
8. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting its Proposal the offeror agrees not to discuss or otherwise reveal the contents of the Proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All offerors are advised that they are not to have any communications with the using or issuing agency during the evaluation of the Proposals (i.e., after the public opening of the Proposals and before the award of the contract), unless the City's purchaser contacts the offeror(s) for purposes of seeking clarification. An offeror shall not: transmit to the issuing and/or using agency any information commenting on the ability or Proposals of other offerors to perform the advertised contract and/or the other offerors' Proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Offerors not in compliance with this provision may be disqualified, at the option of the City, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the City when received.
11. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its Proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's Proposal.
12. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work (if permitted) provided that their Proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.

13. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it shall be determined by North Carolina law.

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website at <https://www.highpointnc.gov/1068/New-Vendor-Registration>. [NWI]

The City of High Point Attorney's Office requests that in order to do business with the City of High Point vendors must be registered with the North Carolina Secretary of State. **NC SECRETARY OF STATE REGISTRATION:** *If your company is organized (ie: incorporation, LLC, etc.) and you are the SUCCESSFUL bidder, you must be registered with the NC Secretary of State https://www.sosnc.gov/divisions/business_registration.*

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the City.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the City. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's Proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the City. Acceptance of an offeror's Proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this agreement, and the City may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined.

In case of default by the Contractor, the City may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The City reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the City.

In addition, in the event of default by the Contractor under this contract, the City may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the City has with the Contractor, and de-bar the Contractor from doing future business with the City.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the City, and de-bar the Contractor from doing future business.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The City may terminate this agreement at any time by giving a **30-day** notice in writing from the City to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the City.
11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the City for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the City may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the City to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

18. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- a. Worker's Compensation - Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;
 - b. Commercial General Liability - Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;
 - c. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. Please note the City of High Point insurance requirements listed in the sample agreement for services.

19. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
20. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's Proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

21. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the City and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
22. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the City has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of contractor goods to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

24. By **EXECUTIVE ORDER 24**, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:
- (1) have a contract with a governmental agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”