

## **REQUEST FOR PROPOSALS**

### **Lead Risk Inspection and Assessment Services**

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The Denver Urban Renewal Authority (DURA) is requesting proposals for local environmental consulting firms to conduct lead inspections and risk assessments on residential properties for the DURA Lead Hazard Control and Healthy Homes Program (LHCHH). This Request for Proposal (RFP) details the scope and nature of the services required and the format to be used for all proposals in response to this RFP.

All requests for clarification or additional information must be submitted in writing via email to the contact below. If DURA elects to respond to any questions received regarding this RFP, all answers will be shared with all responding parties and posted to the DURA website pursuant to the schedule in section H below.

Fred Yeazel  
Denver Urban Renewal Authority  
1555 California Street, Suite 200  
Denver, CO 80202  
(303) 606-4826  
fyeazel@renewdenver.org

#### **A. GENERAL TERMS AND CONDITIONS**

1. Evaluation and selection of firms will be based on overall qualifications and quality of the response.
2. No modifications to a proposal are permitted after the due date except at DURA's discretion. The proposal as submitted will be the best and final offer.
3. At DURA's election, conferences may be held with respondents to gather additional information and to clarify the proposals.
4. More than one firm may be selected to become an eligible Lead Risk Inspection and Assessment Services provider to best meet the needs and requirements of the LHCHH program.
5. The initial contract term will be approximately 14 months and shall terminate June 1, 2021. At DURA's sole discretion, DURA may request that the selected firms extend the contract beyond June 1, 2021.
6. The proposal and content prepared by the selected firm in connection with this RFP will become exclusive property of DURA.
7. Costs shall remain fixed over the initial term of the contract.
8. Firms responding to this RFP will be considered for the following roles:
  - a. Performance of Lead Risk Inspections and Assessments as described below.
  - b. Inclusion in a Lead Risk Inspection and Assessment Firm Pool (the "Pool") of pre-qualified firms that DURA may utilize from time to time.

By responding to this RFP, firms acknowledge that DURA may select any pre-qualified Pool member to complete future Lead Risk Inspection and Assessments without additional review.

#### **B. DURA LHCHH PROGRAM BACKGROUND**

DURA is responsible for undertaking lead based paint inspections, risk assessments, lead abatement, and interim lead hazard control activities in targeted single family occupied dwelling units, built before 1978, and in which a

child under the age of 6 or pregnant woman resides, throughout the City and County of Denver (“the City”). Through these activities, DURA implements the U.S. Department of Housing and Urban Development (HUD)-funded LHCHH Program in partnership with the Denver Department of Public Health and Environment (DDPHE). DURA works in collaboration with elected officials, City administrators, private abatement contractors, general contractors, and other city service providers, as well as the community, to deliver the LCHHH Program.

### **C. RESPONDENT’S QUALIFICATIONS**

Respondents should provide the following information as evidence of qualification:

#### 1. General information:

1. Firm name and background information.
2. Name, title, certification, and contact information for the person with full authority to act on behalf of the responding firm.
3. Name, title and certifications for all State certified Lead Risk Assessors/Inspectors employed by the firm. Any lead inspection/risk assessment must be performed by a state-certified lead risk assessor who is knowledgeable and experienced in the HUD Guidelines protocol.
4. If the work will be completed by a team, please establish clear lines of responsibility within the team upon which DURA can rely during implementation of the contract.
5. If applicable, please describe the relationship, roles, and responsibilities of each team member including name, certifications, contact information, and resumes as appropriate.
6. Please indicate if the responding firm is a registered small business enterprise, minority business enterprise, disadvantaged business enterprise or a women’s business enterprise within the City.

#### 2. Experience:

1. Please describe the expertise and qualifications of the firm, and any personnel who would be assigned to DURA projects, including supervisors, if selected. Copies of lead inspection/risk assessor and lead abatement firm certification must be provided.
2. Provide three (3) examples of lead inspections and risk evaluations performed by the firm in compliance with 24 CFR Part 35, U.S. Department of Housing and Urban Development’s Lead-Based Paint Poisoning Prevention in Certain Residential Structures; 40 CFR Part 745.

#### 3. Other:

1. Please include any other materials or information that best qualifies the responding firm for this contract.

### **D. SCOPE OF SERVICES**

DURA anticipates Lead Inspections and Risk Assessments of approximately 100 homes that qualify for participation in the LHCHH program. It is expected that work will continue through the end of May 2021.

The select firm(s) will be expected to perform the services, comply with the guidelines and provide the documentation outlined below, collectively “the Services”.

- **Services**

- Complete Lead Inspection Risk Assessment (LIRA), which includes lead sampling, risk assessments and inspections for homes within the City, each a “Project” at a “Property”. Sampling may include XRF paint sampling, and dust wipe, paint chip and soil samples, as applicable. Photo documentation is required for areas inaccessible to testing.

- One selected firm will be notified when each Project becomes available. The notified firm will have five (5) business days to schedule the Lead Risk Assessment, and then an additional five (5) days to conduct the inspection and submit a report to DURA. If the firm is unable, unwilling, or otherwise does not complete the project within the aforementioned timeframe, DURA may give notice of its intent to proceed with another firm.
- Facilitate laboratory analysis of tests and samples. All laboratory analysis must be performed by an EPA accredited laboratory.
- For clarity, the abatement scope of work, containment inspections, and clearance testing will be completed by DURA and are not part of the requested services. The responsibility of the Lead Risk Assessment Firm ends upon submission of the completed inspection report as outlined below.
- **Guidelines**
  - Inspections, testing, and sampling shall be performed in compliance with all applicable federal, state, and local laws, rules, regulations and guidelines. Some of these include: OSHA 29 CFR 1926, Construction Industry Standards; 24 CFR Part 35, U.S. Department of Housing and Urban Development's Lead-Based Paint Poisoning Prevention in Certain Residential Structures; 40 CFR Part 745, Environmental Protection Agency's Renovation Remodeling, and Paint Rule, and the State of Colorado Regulation 19. In situations where the regulations differ, whichever is the more stringent shall be followed.
  - All lead risk assessment and inspection activities must be conducted by persons qualified and licensed to perform the activities according to applicable federal, state, and local requirements.
- **Reporting and Documentation**
  - LIRA reports must be provided to DURA **electronically** within five (5) business days following completion. All test results must be provided to the property owner, in writing, within 15 days of completing the paint testing in accordance with 24 CFR, Part 35. A Statement regarding the property owner's responsibility of disclosure must be included in the report. The report must include the documentation listed in Appendix A and the sample LIRA report provided in Appendix B.
  - Copies of Risk Assessor and NH Radioactive Materials Licenses; and proof of insurance coverage must be submitted with proposal and periodically updated as requested by DURA.
  - Selected firms must register through DURA's project tracking system, Neighborly, to facilitate Project assignment and invoicing. Invoices must be provided for each Project, and must include the Property address, work performed, and per unit and total cost, at a minimum. Payments will be processed following completion of services and the receipt of a compliant invoice by DURA, as approved by DURA and made in accordance with DURA's payment schedule. DURA issues payments at least twice a month.

E. **INSURANCE**

Respondents must have the following insurance coverages and must maintain such coverages throughout the duration of the contract with DURA if selected:

- General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 Combined single limit
- Workers' Compensation as required by statute/Employer's Liability of \$100,000/\$500,000/\$1,000,000
- Professional Liability: \$1,000,000.

F. **PROPOSAL FORMAT**

**Please provide confidential proposals for Lead Inspection and Risk Assessment services.** The proposal should include:

1. A cover letter summarizing applicant's interest in providing the Services for DURA.
2. Firm qualifications, pursuant to and in the order of Section C above.

3. Proposed scope of work, including, and if necessary, expanding on Section D above.
4. Fee schedule defining exact charges per completed LIRA and hourly rate for additional services required but not contemplated as part of this contract using the template in Section G below.

**G. FEE MATRIX**

The information contained in this section **must** be completed and submitted with proposal response. DURA will evaluate the proposals, in part, based on the pricing provided, herein.

Service Description	Unit	Cost
Combined Lead Paint Inspection & Risk Assessment (LIRA) Up to 1,500 sq. ft.	Per unit	\$
Combined Lead Paint Inspection & Risk Assessment (LIRA) 1,501 to 2,500 sq. ft.	Per unit	\$
Risk Assessment Dust Wipe Samples / Soil Samples	Per sample	\$
Site fee for visits not listed above, i.e. unable to access property, return for further testing, etc. (Please note that additional fees require advanced written approval by DURA to be eligible for billing. Requests must be submitted in writing to DURA's Lead Risk Assessor and Program Manager.)	Per visit	\$

**H. SCHEDULE**

- a. RFP Released: July 13<sup>th</sup>, 2020
- b. Deadline for Questions: July 20<sup>th</sup>, 2020  
Questions should be submitted via email to:

Fred Yeazel  
Lead Risk Assessor  
(303) 606-4826  
[fyazel@renewdenver.org](mailto:fyazel@renewdenver.org)

- c. Question Responses Posted to DURA Website: July 31<sup>st</sup>, 2020
- d. Due Date: August 14<sup>th</sup>, 2020  
All proposals must be submitted **electronically** by 5:00 pm, August 14<sup>th</sup>, 2020, and addressed to:

Mariea Singleton  
Lead-Based Paint Hazard Control Program Manager  
(303) 534-3872  
[msingleton@renewdenver.org](mailto:msingleton@renewdenver.org)

## Appendix A

### DURA LIRA REPORT TABLE OF CONTENTS

1. Letter to Owner
2. XRF Readings and Findings
  - 2a. Paint Sampling and Testing
3. Location Maps
4. Dust Wipe Sample Report
5. Excluded Components
  - 5a. Excluded Photos
6. Resident Questionnaire
7. Building Condition Survey
  - 7a. Photos
8. Paint Condition Survey
9. Executive Summary
10. Ongoing Monitoring
11. Disclosure Regulations
12. Conditions and Limitations
13. Hazard Control Options
14. "Lead Speak"
15. Additional Safety Resource Data
16. Additional Informational Resource Data on Lead-Based Paint and Lead Based Paint Hazards
17. Appendix
  - 17a. Risk Assessor License
  - 17b. Firm Certification
  - 17c. XRF Training Certificate
  - 17d. XRF Download

**Selected firms must follow this format for all LIRA reports submitted to DURA.**

**APPENDIX B  
SAMPLE LIRA REPORT**

**Selected firms must follow this format for all LIRA reports submitted to DURA.**

***LEAD-BASED PAINT HAZARD RISK ASSESSMENT REPORT***

***For the Dwelling Located At:***

Denver, Colorado 802\_\_  
Built in: \_\_\_\_\_

***Prepared For:***

Client  
Owner(s)

**By:**

Denver Urban Renewal Authority

**Date:** \_\_\_\_\_

<https://drive.google.com/file/d/15cGwO02mWE0mfRVu2JccfohfWhRuFGVu/view?usp=sharing>

**APPENDIX C  
CONFLICTS OF INTEREST**

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract. Except as otherwise disclosed in the proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder's project manager(s) or its family's business or financial interests ("Interests") and the services provided under the Contract.

In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform DURA regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to DURA's satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this RFP, "conflict of interest" shall include, but not be limited to, the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Authority official, officer, or employee with the intent of receiving a contract from DURA or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder's performance of its duties and responsibilities to DURA under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
3. Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of DURA will be influenced.

**APPENDIX D**  
**GOVERNING PROVISIONS AND LIMITATIONS**

Violation of any of the following provisions may cause a proposal to be rejected.

1. The purpose of the RFP is to ensure maximum, open, free competition in the solicitation of and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it obligate DURA to award any contract or to pay for costs incurred prior to the execution of a formal contract unless DURA specifically authorizes such costs in writing.
2. **DURA values diversity and encourages responses from qualified SBE, MBE and WBE firms. It is the policy of DURA to encourage and support equal opportunity in the purchase of goods and services. DURA shall comply with all Equal Opportunity requirements in the procurement of all goods and services.**
3. DURA reserves the right to accept or reject any or all proposals received, or to cancel or reissue this RFP in part or its entirety.
4. DURA reserves the right to award a contract for any services or groups of services solicited via the RFP in any quantity DURA determines is in its best interest. It further reserves the right to make no award as a result of this solicitation or any services or group of services if in DURA's best interest.
5. DURA reserves the right to correct any error(s) and/or make any changes to this solicitation as deemed necessary. DURA will provide notifications of such changes to all proposers recorded in DURA office record (Distribution Log & Receipts Record) as having received or requested an RFP.
6. DURA reserves the right to negotiate the final terms of any contract awarded as a result of this solicitation with the proposer selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended to successfully meet the needs of DURA
7. DURA reserves the right to contact any individual or entity listed in the proposal that may have knowledge of the proposer's experience, performance and qualifications.
8. Proposers shall not offer or provide any gratuities, favors or anything of monetary value to any officer, member, employee or agent of DURA for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder. In addition, no employee, commissioner, officer, or agency of DURA shall participate in the selection, award or administration of contract supported by DURA funds if a conflict of interest, real or apparent, would be involved.
9. Proposers shall not engage in any activity that is intended to restrict or eliminate competition. Violation of this provision may cause a proposal to be rejected. This does not preclude joint ventures.
10. The contents of a successful proposal may become a contractual obligation if selected for award. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer as a basis for release of proposed services at stated price/cost.
11. DURA reserves the right to request clarification or, explanation for, or verify any aspect of a response to this RFP, and to require the submission of any price, technical, or other revision to the RFP that results from negotiations conducted.
12. DURA reserves the right to award to other than the lowest cost proposer.
13. DURA reserves the right to award without discussion.
14. DURA reserves the right to reject any proposal that fails to conform to the requirements of this RFP.
15. DURA reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.