

REQUEST FOR PROPOSALS (RFP)
LEAD AND HEALTHY HOMES PROGRAM
TRAINING SERVICES

A. Overview

On May 1, 2019, the City of Durham, Community Development Department was awarded a Lead-Based Paint Hazard Reduction Program (LHR) Grant from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$3,258,478, which consists of federal funds and City of Durham General Funds. The Community Development Department will administer the Lead and Healthy Homes Program for low income homeowners and renters residing in the City of Durham city limits. Due to the history of lead used in construction and the associated health risk to children; the priority for these activities will focus on homes built in 1978 or earlier, where children (ages 6 and under) reside or spend significant time. The Lead and Healthy Homes Program anticipates property improvements in 116 eligible homes throughout the city.

The Community Development Department is soliciting proposals from an EPA-certified training organization or firm to provide training services for rehabilitation and renovation workers, contractors, and property owners to support the City of Durham Lead and Healthy Homes Program.

All lead hazard control work that is completed through the program must be completed by EPA certified lead abatement firm(s). All workers performing lead hazard control work must be an EPA-certified lead worker and retain an EPA course completion certificate for interim controls. At least one employee must be an EPA lead supervisor.

The successful applicant for **Training Services** will recruit participants and implement Lead Renovation and Abatement training courses.

B. Scope of Work

Description

The Community Development Department (CDD) is soliciting qualifications from individuals, firms or consortium of firms with experience providing initial and refresher EPA Lead Renovator, EPA Lead Abatement Worker, or EPA Lead Abatement Supervisor trainings. As a result of this award, a minimum of 50 students/candidates must complete training and receive certificates for the aforementioned trainings.

Tasks

- Recruit rehabilitation and renovation workers, contractors, and property owners.
- Train rehabilitation and renovation workers, contractors, and property owners.
- Certify training participants.
- Provide evaluation forms from each training participant.

Minimum Requirements

- Eligible applicants include nonprofit and for-profit development entities. “Non-profit” means having a 501c (3) tax exemption notice from the IRS.
- The successful applicant must have relevant experience with training services; preferably in the areas of health and housing.
- Applicants must demonstrate significant experience providing training services to a diverse population, especially low-income households and households with young children.
- Applicants must have last two years audited financials, or financial statements prepared by a CPA as specified in this RFP.
- Applicants must submit a signed and notarized cover letter as a PDF via **email by the submission deadline**. The letter should state they have the authority to submit a response to the RFP and they accept all of the terms and conditions in the RFP. This includes the description of services and the provisions of the contract to be signed.
- Application must submit proposal package as a PDF via **email by the submission deadline**.

Primary Audience

- Rehabilitation and renovation workers
- Contractors
- Property owners
- Skilled trade persons
- HUD Section 3 participants

Anticipated Contract Type

The City expects to negotiate a firm fixed fee and enter into a contract for **Training Services** selected through this RFP. This contract is expected to have a duration of 30 months. The contract will have a maximum (ceiling) value of \$37,500. The contract may be renewed, based upon performance and need.

C. Application Process

Schedule

- RFP issued: June 29, 2020
- Workshop RSVP Deadline: July 8, 2020 at 4:00pm
- Pre-Proposal Application Workshop: July 9, 2020 at 10:00 am
- Written Question and Response Period: July 9, 2020 – July 16, 2020
- Written Questions and Response Posted: July 22, 2020
- Proposal Applications Due: July 31, 2020 at 3:00 pm
- Evaluation of Proposals Period: August 3, 2020 – August 7, 2020
- Notification of Ineligible Proposals: August 12, 2020
- Notification of Selected and Non-selected Firms: August 14, 2020
- Anticipated Execution of Contract: October 2020

Requests for Clarification

Questions regarding this RFP shall be submitted in writing **via the link**:

<https://forms.office.com/Pages/ResponsePage.aspx?id=gu99KTmUiEOoCDVlpOz0fdbuOEsiVh1KprrbQr9Ee0hUMlhZTTBWMUY4WldEWTVTUU43TEUxSlo4TC4u>

Addendums

The City may issue addendums to the RFP with additional information or clarifications. The cover letter should list the last addendum that the City issues for this RFP, with a statement such as: The undersigned applicant has read all the addendums issued by the City for this RFP, through and including Addendum No. ____.

Virtual RFP Workshop

The City will conduct a virtual RFP Workshop on the date and time indicated herein. During the workshop, City designees will endeavor to provide responses to, and/or additional clarification for any questions. Interested parties should RSVP via the link:

https://zoom.us/webinar/register/WN_vKWB1DooSfOWDzTwA5wPZA by no later than 4:00pm on Tuesday, July 8, 2020.

Proposal Submission

Proposals must be emailed to Terri Porter Holmes at CommunityDevelopment@Durhamnc.gov by 3:00 pm on July 31, 2020. All Proposal Packages received after the deadline date and time will not be reviewed and deemed ineligible.

Applicants should be aware that the City of Durham's electronic mail system will only allow attachments that are 75 MB or smaller in size. If an applicant desires to submit an attachment that exceeds this size limit, then the applicant must provide a link to a site where the file can be found and downloaded.

Equal Business Opportunity Program (EBOP)

It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

No contracting goals have been set for this RFP.

HUD Section 3

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

D. Proposal Content and Format

Responses should include the following information.

1. *Cover Letter* - Please see Appendix A for a template.
2. *Applicant information* – Provide the following information:
 - State the full, exact name of the applicant. If the applicant is a consortium of more than one entity, provide the name and address for the lead entity.

- State whether the applicant is an individual, corporation, limited partnership, general partnership, limited liability company, professional corporation, professional association, etc.
- If the applicant is anything other than an individual or a general partnership, specify the State under which the entity is organized.
- If the State under which the entity is organized is not North Carolina, specify whether the applicant has received a certificate of authority from the N. C. Secretary of State to transact business in North Carolina. (If not currently registered, successful applicant will be required to register with the N.C. Secretary of State prior to contract execution.)
- State the names and titles of the individuals who will sign the contract with the City.

3. *Tax Identification Number (TIN)* – Please provide the TIN for the applicant and/or lead agency of a consortium.

4. *Proposal contact* – Provide the name, title and contact information, including mailing address, phone number and E-mail of the person whom the City should contact regarding this proposal and who is authorized to bind the agency.

5. *Statement of Qualifications* – In no more than seven (7) pages, applicants should describe their recent experience (preferably from the past five years) in the following categories:

- Describe your agency's experience conducting Lead Hazard Training services and recruiting skilled trade persons, renovation workers, contractors, homeowners and HUD Section 3 participants, over the past three years.
- Experience working with public sector clients, particularly local governments and/or housing authorities. Indicate any other funds your agency currently manages for similar activities – amount, purpose, and opportunities to leverage City funds to serve more participants.
- List of any outstanding uncorrected compliance issues for previous funding awards from the City of Durham or for other Training Services_funding managed by your agency. Provide the current status of corrective action(s).
- Provide a minimum of (3) three references that can speak directly to your agency's experience with program training services.

To the extent possible, applicants should provide data and other success measures that describe how effective the activities completed by the applicant were in achieving the stated Training goals. If the applicant is a consortium, the response to the statement of qualifications should clearly delineate which consortium member completed the work being described.

6. *Approach to Preparation of Tasks:* In no more than seven (7) pages, applicants should describe their proposed approach to completing the training services. If the applicant is a consortium, this should include a description of the role of each consortium member. The approach should also identify the specific individuals that will be assigned to this work and their roles in completing the following tasks.

- Describe how your agency proposes to manage coordination with the Rehab Specialist, Program Manager and Contractors, as needed. Describe how your agency will coordinate with City of Durham and its contracted vendors to manage recruitment timelines and to promote training opportunities to a broader audience.
- Describe how your agency proposes to market and manage the Training Services. Describe the number of training opportunities provided. Also, describe any targeted outreach or collaborations that are in place to promote the successful recruitment of skilled trade-persons.

- c. Describe how your agency proposes to address accessibility for issues of language, literacy or disability. Describe how your agency proposes to provide training services for the Lead and Healthy Homes Programs in an equitable way to all eligible City of Durham residents.
- d. Describe how your agency proposes to manage contract closeout as part of a Lead Remediation and Healthy Homes repair program. Describe your agency's process for documenting training participation, evaluation and certification of participants.

7. Timeline for Completion of Tasks: The applicant should provide a timeline with milestones for the completion of all Tasks. The timeline does not count towards the page limit for Item 6.

8. Key Staff – Applicants should provide resumes for all staff that are expected to be engaged in the work. Resumes do not count towards the page limit for Item 6.

9. Budget – Applicants should provide a budget for the completion of all tasks. The City anticipates negotiating a detailed scope of work and budget for tasks prior to contract execution. The combined cost for all costs will not exceed the maximum ceiling value of the contract (\$37,500).

10. References – Applicants should provide the name, title and contact information (including phone and E-mail) for three (3) current or former clients that can speak to the applicant's experience and qualifications.

11. Sample Materials - The Applicant should provide at least one example of a training material used in previous trainings.

12. Equal Business Opportunity Program Forms – All applicants are required to submit the Participation Documentation and the Employee Breakdown form included in the Professional Services Forms package. In lieu of the Employee Breakdown contractors may submit a copy of the current EEO-1 form (corporate basis).

E. Evaluation Criteria

The Evaluation Criteria are intended to be used to make a recommendation to the entity or person (the City Manager or the City Council) who will award the contract, but who are not bound to use these criteria or to award on the basis of the recommendation. The City reserves the right to change the criteria and to otherwise vary from this procedure as it determines to be in the City's interest.

If an award is made, it is expected that the City's award will be to the applicant that agrees to meet the needs of the City. A number of relevant matters will be considered, including:

1. Experience managing similar training activities in the past three years.
2. Qualifications and experience of key personnel.
3. Experience managing federal, state, or local funding appropriately.
4. Experience working in Durham or in cities similar in size and urban context to Durham.
5. Proposed plan for delivering requested services.
6. Participation of underutilized minority and women-owned business enterprises and compliance with HUD Section 3 requirements.
7. Cost proposal for completing each task.

F. General Conditions

Definitions in this RFP: City, RFP, Proposal, Applicant, Contractor, Should.

Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Applicant” or “applicant” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful applicant that has obtained a fully executed contract with the City, while “applicant” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell applicants what the City thinks it wants and/or what the project manager thinks is best. Applicants that want to increase the likelihood of being selected will, in general, do what the RFP says applicants “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

Contract

The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful applicant under which the successful applicant will provide the goods and services generally described in this RFP. It is the City’s intention to use the contract that is attached as Appendix B, modified and filled in to reflect the RFP and the proposal. If an applicant objects to any of the contract, it should state the objections in its proposal.

Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage’s and limits. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

- Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability
- Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.
- Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘FollowForm’ basis.
- Worker’s Compensation & Employers Liability – Contractor agrees to maintain Worker’s Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

- Additional Insured – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.
- Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
 Attn: Community Development Department
 101 City Hall Plaza
 Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

Discretion of the City

1. The City of Durham reserves the right to reject any or all proposals.
2. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any applicant with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the UBE portions.
3. Where the City asks or tells applicants to do stated things, such as that a proposal should follow a stated format or that the applicant should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the applicant is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive noncompliance. This subsection (C) does not limit subsections (A) and (B).
4. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

Applicant to Bear Expense; No Claims against

City No applicant will have any claims or rights against the City arising out of the participation by an applicant in the proposal process. No applicant will have any claims or rights against the City for the City’s failure to award a contract to it or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP. A notice of award will not constitute acceptance by the

City; the City's only method of acceptance is the City's execution of a formal contract in accordance with law.

State Treasurer's lists regarding Iran and Boycott of Israel

If the value of the contract is \$1,000 or more, the following applies unless the applicant otherwise states in its proposal: the applicant affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

Notice under the Americans with Disabilities Act

A person with a disability may receive an auxiliary aid or service to effectively participate in city government activities by contacting the ADA Coordinator, voice (919) 560-4197, fax 560-4196, TTY (919) 560-1200, or ADA@durhamnc.gov, as soon as possible but no later than 48 hours before the event or deadline date.

Aviso bajo el Acto de Americanos Discapacitados

Una persona con una discapacidad puede recibir asistencia o servicio auxiliar para participar efectivamente en actividades del gobierno de la ciudad con ponerse en contacto con el Coordinador de ADA, buzón de voz (919) 560-4197, fax (919) 560-4196, TTY (919) 560-1200, o ADA@durhamnc.gov, lo más antes posible pero no menos de 48 horas antes del evento o fecha indicada.

Values of City of Durham regarding Treatment of Employees of Contractors

1. Statement of City EEO Policy. The City of Durham opposes discrimination in employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Therefore, it desires that firms doing business with the City:
 - not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
 - take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
 - include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.
2. Livable Wage. The City of Durham desires that firms doing business with the City pay their workers a livable wage rate while working on City contracts. The livable wage rate is \$15.46.

APPENDICES

Appendix A – Cover Letter Template

Appendix B – Sample Contract