



Blanket Contract # 20200460

City of Springfield Blanket Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			KV	01/13/2020
Housing	<i>gm</i>	1-14-20	<i>GM</i>	1-14-20 * <i>forwarded to disaster recovery</i>
City Comptroller	<i>PSB</i>	1-14-2020	<i>PSB</i>	1-15-2020
Law	<i>PK</i>	1-17-20	<i>PK</i>	1-17-20
CAFO	<i>mm</i>	1-21-20	<i>mm</i>	1-22-20
Mayor	<i>mm</i>	1-22-20	<i>mm</i>	1-22-20
Office of Procurement	<i>KV</i>	1/23/2020		

Vendor No.: 17616 Contract No: 20200460 Blanket Contract Date: 11/04/2019

Blanket Contract Amount \$100,000.00

Blanket Renewal Date: 08/01/2020

Blanket Contract Expiration Date: 11/03/2022

Req No.:

Act No.:

Bid No.: 20-054

Vendor Name: EMERALD INVESTMENTS LTD

Blanket Contract Purpose: Price Agreement for On-Call Lead Abatement Environmental Services

Requesting Dept.: Housing

TYPE OF DOCUMENT (Please select at least one):

- New
 Amendment
 Extension
 Renewal

ON-CALL SERVICE CONTRACT FOR LEAD ABATEMENT ENVIRONMENTAL SERVICES

This Agreement is effective as of the date of execution by all parties, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Director of Housing and Neighborhood Services and Disaster Recovery and Compliance, with the approval of the Mayor (collectively referred to herein as "HOUSING"), and **Emerald Lead Testing Inc.**, a Massachusetts company, with a mailing address at 41 Cleveland Street, Springfield, MA 01104 (hereinafter the "Contractor").

WHEREAS, HOUSING is in need of a qualified and experienced Contractor to provide Lead Abatement Environmental Services for the City of Springfield HOUSING to utilize for lead testing, inspections, re-inspections and reporting in connection with City funded housing repair projects; and

WHEREAS, the Contractor has the experience, product knowledge, skills and qualifications to provide the requested services and is willing to perform these services under the terms and conditions of this Agreement; and

WHEREAS, the services to be performed by the Contractor are services procured through the Invitation for Bid process (See City IFB No. 20-054, attached hereto as **Exhibit A** and incorporated by reference) prescribed by Massachusetts General Laws Ch. 30B§5;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

A. General

The project scope includes, but is not limited to:

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.

- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.
- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.
- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

II. CLAUSE

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding

that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

III. TERMS OF SERVICE

A. Contractor Contact. The parties agree that David Burgess shall be the principal representative assigned to this agreement, available at (413) 736-5323, and david.burgess@emeraldleadtesting.com. The Contractor shall not make changes in personnel assigned to this Project without prior notification to, and approval from, the Director of the HOUSING, or his authorized designee/s.

B. HOUSING Contact. In the performance of this Agreement, the Contractor's primary contact person at HOUSING is Geraldine McCafferty, Director of Housing, by email at gmaccafferty@springfieldcityhall.com ("HOUSING Liaison"). The HOUSING Liaison or his/her designee will be the Contractor's contact person at the HOUSING, will respond to the Contractor's questions related to the Project, and will receive the Contractor's reports and deliverables related to the Project.

C. Contractor's Warranty. The Contractor warrants that the services provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and Exhibit A.

D. Confidentiality Agreement.

1. The Contractor agrees that any and all reports prepared and conclusions reached in the performance of this Agreement are for the confidential information of the City and the Contractor shall not disclose any of the same in whole or in part to any person whatsoever

or discuss the same with any person whatsoever, other than the City's authorized representative, except when called upon to do so and when authorized by the City.

2. During the term of this contract, the Contractor may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of the City or the business of the HOUSING and/or officials and employees, or other confidential information concerning the HOUSING or the City. The Contractor shall (i) not use for its own benefit or knowingly disclose to or use for the benefit any other person, any Confidential Information without the City's prior written consent; (ii) use at least the same degree of care and precautions to protect the Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or Contractor who require access to perform its obligation under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with the City's employees or other persons allowed such access to satisfy the foregoing obligations. The Contractor will comply with all applicable laws relative to such Confidential Information.

3. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of the Contractor; (ii) is already in the Contractor's possession without restriction on disclosure when disclosed by the City; (iii) is independently developed by the City without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

E. Satisfaction. The Contractor is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

F. Ownership of Documents. The Parties agree that the City shall own all data, reports, and other deliverables generated pursuant to this Agreement.

IV. QUALITY ASSURANCES

A. All materials, labor and deliverables shall conform to the standards set forth by MA Department of Labor Standards (MA DLS), Massachusetts Department of Environmental Protection, Massachusetts Department of Public Health, Massachusetts Building Code and any manufacturer's recommendations/ requirements.

B. Competent workmen, skilled in their part of the work to be done shall do all work, and all work shall be done in accordance with the highest standards of the trade, and in compliance with all safety requirements.

C. Provide at all times during the work of this Section adequate supervisory personnel who shall be thoroughly familiar with the type of work involved and with the requirements of the contract documents and regulations pertinent to this work. Provide adequate numbers of skilled workers and other personnel to ensure the orderly, timely and proper work in accordance with the Contract requirements

V. ADDITIONAL SERVICE REQUIREMENTS

A. Work under this agreement shall consist of, but not necessarily limited to, the furnishing of all necessary trucks, supervision, labor, materials, tools and equipment, necessary to perform the environmental services including subsequent deliverables.

B. The City reserves the right to solicit other proposals for work that is not a part of this Agreement.

C. The Contractor shall comply with State and Local Laws and Regulations accordance with all required statutes, and shall obtain all official permits required and pay all fees for the same, including but not limited to building and mechanical permits.

D. The City reserves the right to obtain quotations from other vendors for specific projects when it is in the best interests of the City.

E. In the event the City of Springfield becomes dissatisfied with the performance of any Contractor or personnel assigned to perform the services **under this agreement**, the Contractor agrees, upon written request of the City, to assign substitute personnel with the above listed qualifications.

F. Materials and supplies may be furnished by the City of Springfield from time to time.

VI. CONTRACT TERM AND TIME FOR COMPLETION OF SERVICES

A. The initial term of this Agreement shall commence on November 4, 2019 and upon execution by all parties, and shall terminate as of the close of business on November 3, 2020, except for those provisions which by their nature are continuing. The Schedule for providing the services under this agreement is contained in **Exhibit A**, and can only be modified by the express permission of the Director of HOUSING or his Designee.

B. The City will have Two (2) One-Year renewal options under this Agreement, to be exercised at its own discretion. The City will notify the Contractor in writing of its intention to renew the agreement within Thirty days of the expiration of any term under the agreement.

C. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Contractor and HOUSING.

VII. COMPENSATION

A. Not to Exceed Fee: In consideration for the services rendered by the Contractor as described in the Contractor's Pricing Proposal, attached hereto as **Exhibit B**, and this Agreement, the City shall compensate the Contractor in an amount not to exceed **One Hundred Thousand Dollars and 00/100 (\$100,000.00)** annually including all professional fees and expenses (including travel expenses).

B. Invoices

1. The Contractor shall invoice HOUSING for Services provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Department of Housing and Neighborhood Services
Attn: Accounts Payable
1600 E Columbus Avenue
Springfield, MA 01103

*In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

2. The Contractor is required to invoice HOUSING. The Contractor will be issued an individual work order and purchase order, at the time of the work request (should it be during normal business hours), and should be noted on the invoice upon submittal. Invoices will not be processed without the Purchase Order (P.O. #) and the Work Order (W.O. #).

3. The City is tax exempt and their tax exempt number shall be provided to the Contractor upon request to the Department of Purchase.

4. The Contractor's invoice must include any purchase order number, date of services, service report, location, description of work, hours or time performed, and shall attach appropriate material and equipment supplier invoices.

5. The Contractor will be required to provide HOUSING with the name of a designated person to answer any billing inquiries.

6. If a quote is requested on a project it shall be in the form of a "Not to Exceed" price. If a project's total time and materials form totals run over the "not to exceed price" than the Contractor shall be liable/responsible for the difference and the City shall not pay more than original "not to exceed price" unless prior written approval has been submitted by the City to the Contractor.

VIII. RECORDS

A. The records of the Contractor insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Contractor which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City.

B. The Contractor shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

IX. TERMINATION

A. By the City:

1. The City may terminate this Agreement for cause if the Contractor breaches any

material obligation under this agreement by sending written notice to the Contractor, effective 5 days after receipt unless the Contractor cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Contractor commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.

2. The City reserves the right to terminate this Agreement for convenience upon 10 days written notice to the Contractor signed by the Director of Housing or his designee. Upon termination for convenience, the City shall pay the Contractor for satisfactory services rendered up to the date of termination.

3. In the event that sufficient funds are not appropriated by the City to cover the cost of the services under this Agreement for any fiscal year other than the first fiscal year of the Agreement, then this Agreement shall automatically terminate upon the exhaustion of the current appropriation, at the close of business on June 30th of the current fiscal year.

B. By the Contractor: The Contractor may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

1. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.

2. In the event of termination and/or expiration of this Agreement the Contractor shall return all originals of documents, data, papers, and studies provided by the City and shall provide reports prepared by the Contractor for the Project to the HOUSING Liaison within Five (5) business days.

X. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Contractor agrees as follows:

A. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

B. The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

C. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further City contracts.

XI. NOTICES:

A. Notices to the parties under this Agreement shall be sent to the following addresses unless a party specifically notifies the other party in writing that notices should be sent to a different person or address.

The City: The Office of Housing and Neighborhood Services
Attn: Gerry McCafferty
1600 E Columbus Avenue
Springfield, MA 01103

With a copy to: City of Springfield Office of Procurement
Attn: Theo G. Theocles, Esq.
36 Court Street, Room 307
Springfield, MA 01103

The Contractor: Emerald Lead Testing Inc.
Attn: David Burgess
41 Cleveland Street
Springfield, MA 01104

B. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

C. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when either received in person or mailed by first class mail postage prepaid or other delivery service, including overnight delivery, to the intended recipient hereof at its address shown above or to such other address as such intended recipient may specify in a notice pursuant to this section.

XII. INDEMNIFICATION AND INSURANCE

A. Indemnification: The Contractor shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, HOUSING and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Contractor, its agents, associates, Contractors, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

B. General Liability Insurance: The Contractor shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Contractor and any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

C. Professional Liability Insurance: The Contractor shall at its own expense obtain and maintain Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Contractor and any person or business entity for whose performance the

Contractor is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

D. Auto Liability Insurance and Worker's Compensation Insurance: The Contractor shall also obtain and maintain all required automobile insurance coverage for any vehicles used in the performance of this Agreement, and any worker's compensation insurance required by law, at all times during the term of this Agreement.

E. SubContractors: The Contractor shall provide, maintain and require its subContractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Contractor is an independent Contractor and is not an employee or agent of the City.

F. Certificates of Insurance: The Contractor shall file with the City a certificate evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement.

XIII. SUCCESSORS AND ASSIGNS

A. The Contractor shall not assign or transfer its respective interests in this Agreement.

XIV. CONFLICT OF INTEREST

A. Contractor covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

C. Compliance With Ethics Laws Requirements: To the extent applicable, the Contractor agrees to comply with the provisions of the recent amendments to Mass. Gen. Laws Ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), such employees of the Contractor may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics), or by calling the Commission's Legal Division at 617-371-9500.

XV. APPLICABLE LAW AND EXCLUSIVE FORUM

A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial

proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

XVI. COMPLIANCE WITH LAWS

The Contractor shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the exercise and performance of the services under this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Director of Housing, with the approval of the Mayor, and Emerald Lead Testing Inc. have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

THE CONTRACTOR:
Emerald Lead Testing Inc:

Sign: David A Burgess
Print: DAVID A BURGESS
Date signed: 1/6/20

Approved: [Signature]
Disaster & Recovery Compliance
Date signed: 1/14/2020

^{PSB} Approved as to Appropriation: ^{N/A}
[Signature]
City Comptroller, Deanna
Date signed: 1-15-20

Approved: [Signature]
CAFO, deputy
Date signed: 1/21/20

THE CITY OF SPRINGFIELD:

[Signature]
Office of Procurement
Date signed: 1-15-20

Approved: [Signature]
Executive Director of HOUSING
Date signed: 1-14-2020

Approved as to Form: [Signature]
City Solicitor
Date signed: 1-17-20

Approved: [Signature]
DOMENIC J. SARNO, MAYOR
Date signed: 1/22/2020

CORPORATE CERTIFICATE

***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS ***

****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ***

I, ** DAVID A BURGESS A Resident of WILBRAHAM in

The State of MASSACHUSETTS DO HEREBY CERTIFY: that I am
the Clerk/

Secretary of Emerald Lead Testing, INC

A Corporation duly Organized and existing under and by virtue of the laws of the

State of MASSACHUSETTS

And that I have custody of the records of such Corporation: and that as of the date herein
below recited

* David A Burgess 1/6/20
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the
following:

EMERALD LEAD TESTING INC

CONTRACT NO. 20200460

AGREEMENT FOR ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 6TH day of JANUARY 2020

(Affix)
(Seal)
(Here)

** David A Burgess

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number, State Identification Number, Federal Identification Number, Company: Emerald Lead Testing, INC, P.O. Box (if any):, Street Address Only: 41 Cleveland St, City/State/Zip Code: Springfield MA 01104, Telephone Number:, Fax Number: 413-737-2338, List address(es) of all other property owned by company in Springfield: NONE, Please identify if the bidder/proposer is a: Corporation [checked], Individual Name of Individual: DAVID A BURGESS, Partnership Names of all Partners:, Limited Liability Company Names of all Managers:, Limited Liability Partnership Names of Partners:, Limited Partnership Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, David Burgess certify under the pains and penalties of perjury that Emerald Lead Testing, Inc (authorized agent) (Bidder/Proposer) to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Emerald Lead Testing, Inc Bidder/Proposer/Contracting Entity, David A Burgess Authorized Person's Signature, Date: 10/1/19

CITY OF SPRINGFIELD TAX CERTIFICATION

I, DAVID BURGESS certify under the pains and penalties of perjury that Emerald Lead Testing, Inc (authorized agent) (Bidder/Proposer) to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Emerald Lead Testing, Inc Bidder/Proposer/Contracting Entity, David A Burgess Authorized Person's Signature, Date: 10/1/19

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, DAVID BURGESS certify under the pains and penalties of perjury that (authorized agent) (Bidder/Proposer) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Emerald Lead Testing, Inc Bidder/Proposer/Contracting Entity, David A Burgess Authorized Person's Signature, Date: 10/1/19

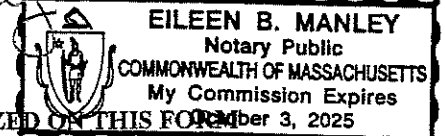
Notary Public

STATE OF Massachusetts, 10/1, 2019, County of Hampden, ss.

Then personally appeared before me [name] David A. Burgess, [title] President of [company] name] Emerald Lead Testing, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Emerald Lead Testing, Inc.

Notary Public

My commission expires:



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION.

EXHIBIT A
City RFP No. 20-054

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

INVITATION FOR BIDS

RFP Number 20-054

Will be received at the Office of Procurement until 2:00 P.M. October 16, 2019 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above IFB number and the due date.

By: **Lauren Stabilo, Chief Procurement Officer**

This Invitation for Bid is for: **On-Call Lead Abatement Environmental Services**
(Per the attached specifications)

As requested by: **Office of Housing and Neighborhood Services & Disaster Recovery and Compliance**

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Bid Proposal is submitted by:

(Company Name)

(Company Address)

I acknowledge receipt of addenda numbered: _____, _____, _____, _____, _____.

signed by: _____
(Printed or Typed Name and Title)

(Signature and Date) / /

Telephone Number: _____

Fax: _____

Email Address: _____

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

INVITATION FOR BID: On-Call Lead Abatement Environmental Services - Per IFB No. 20-054

will be received until 2:00 PM: October 16, 2019 BY: The Office of Procurement

Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103
Phone (413) 787-6284 fax 787-6295
Email: lstabilo@springfieldcityhall.com

at which time the proposals will be publicly reviewed in the Office of Procurement.

The City issues this Invitation for Bids to parties who have an interest in providing On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects for Springfield Office of Housing and Neighborhood Services. Bid solicitation is in accordance with Massachusetts General Laws, Chapter 30B.

The City of Springfield supports the goal of twenty percent minority and women (MWBE) participation in all contracts. The Chief Procurement Officer reserves the right to waive any informality in and to reject any or all proposals if it is in the public interest to do so.

All questions regarding the IFB or its specifications must be received by the Office of Procurement on or before October 7, 2019 by 4:00 PM prior to deadline for proposal submittals.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: September 30, 2019
Phone: 413-787-6284 - Reference: 4137836285 – RFP No. 20-054

**CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF HOUSING**

**INVITATION FOR BID (IFB)
ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES**

BID NO. 20-054

Section I: Introduction

The City of Springfield, Massachusetts (the ‘City’), acting through the Chief Procurement Officer of the City, issues this Invitation for Bids (the ‘IFB’) to parties (individually referred to as a ‘Bidder’) who have an interest in providing On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects. In connection with various projects the selected bidders will provide general advice to the City and its’ contractors to ensure compliance with all lead laws and regulations. Bids must be submitted in accordance with the instructions and requirements contained in this IFB and must be submitted to the City of Springfield, Office of Procurement, 36 Court Street - Room 307, Springfield, MA 01103 on or before 2:00 PM on October 16, 2019.

The Proposer understands that the following documents included in this bid must be included in the Proposer’s response to this bid. If Proposer fails to provide all documents requested below, the bid cannot be considered and will be rejected.

The bid shall include a letter of transmittal that contains the name of the person, firm, or corporation submitting the proposal and the date of its presentation. Proposals must be submitted in two separate documents. **The Proposer must submit one (1) original and three (3) copies of the basic proposal and one (1) original of the bid in separate sealed envelopes entitled ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES.**

The following documents require responses and must be included in the *sealed* bid response package marked **ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES** (“**Required Documents**”):

- **Bid Form A – Acknowledgement of Addenda**
- **Bid Form B – Subcontractor Declaration**
- **Bid Form C – Pricing**
- Non-Collusion or Fraud Statement
- Statement of Bidders/Vendor’s Qualifications
- Bidder’s Reference Form
- Tax affidavit & Instruction Sheet (must be notarized)
- MBE/WBE Form # 3 Affirmative Action Plan

Required Documents are documents that must be completed and submitted in your bid response package and received at Procurement at or before the time set for receipt. Review your bid response carefully to be sure all requirements are included. The City must reject an incomplete bid response per chapter 30B. If you have any questions about bid submission requirements please e-mail Lauren Stabilo, CPO at lstabilo@springfieldcityhall.com

Section II: Terms and Requirements of Bid

The City hereby requests competitive sealed bid proposals in accordance with Massachusetts General Laws Chapter 30B, § 6 for a one year period, unless extended by the City in its sole discretion. Each contract will be a single year contract with the option to renew this agreement on a yearly basis for two (2) additional years from the Date of Expiration of the one (1) year term without price changes. Any Bidder submitting a Bid shall understand and agree that the City's Option to Renew may be exercised upon the expiration of the base one year agreement, and that all aspects, conditions, and pricing shall remain in effect for the duration of the second and third year and the Bidder will comply with such without modification. The City of Springfield also reserve the right to terminate this Contract at any time with (30) days written notice to the awarded Contractor.

The City has budgeted an amount not to exceed \$200,000 for this service. The City reserves the right to award one contract or to award multiple contracts for the same service.

These contracts may be utilized by other City Departments on an as needed basis with prior written approval from the City of Springfield, Office of Housing.

Subcontracting of any Service will not be allowed as part of this Agreement or to meet the qualifications required herein or to perform any duty, task, or work, with the specific exception of the following work:

1. Laboratory analysis.

For any services that are subcontracted the vendor must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in the "Basic Proposal – Form B - Subcontractor Disclosure". Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Housing.

The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interest of the City.

Section III: Scope of Services

If selected, the Bidder, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein.

The Services will mainly include, but will not be limited to, the following activities:

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.
- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.
- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.
- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the Price Agreement may be requested.

Section IV: Section 3 Clause

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section V: Quality Requirements

In order to be responsive to this IFB, bidders must meet the following Quality Requirements:

- The Proposer must have at least one (1) Massachusetts Department of Public Health licensed Lead Paint Inspector who can perform necessary lead inspections and risk assessments in accordance with state and federal lead regulations.
- Access to an American Industrial Hygiene Association (AIHA) Certified Laboratory and Analytical Services under the direction of a full time Certified

Industrial Hygienists (CM). The Laboratory should have successful participation in the following Quality Control (QC) Programs, Air Testing, Phase Contrast Microscopy (PCM), Bulk and Dust Sampling, and Soil Analysis.

- The Proposer must own a MA-DPH Approved X-Ray Fluorescent Analyzer.
- The Proposer must have the ability to perform dust-wipe sampling analysis for lead.
- The Proposer must have familiarity with OSHA Lead Regulation Requirements 29 CFR 1910-1025.
- Must have a superior understanding of state and federal lead regulations, including risk assessments and federal clearance regulations.
- The Proposer must have Respiratory Protection Plans and Written Programs in accordance with 29 CFR 1910-134.
- Minimum Professional Liability Insurance - \$1,000,000.00. Liability insurance should include Errors and Omissions Insurance.
- Staff Credentials and Qualifications to be submitted with Bid.

Firm shall be knowledgeable and experienced in projects, regulations and procedures for practicing duties in compliance with items above and shall submit information and detailed documentation stating such in proposal. The Firm shall be knowledgeable, licensed and certified as required to perform all work listed above and shall provide documentation of such in their proposal. Firm should have the ability to manage multiple projects simultaneously.

Firm shall list all Staff, their respective trade credentials, and their respective qualifications as they may apply to Work or Services as part of this Agreement, resumes and relevant experience should be included. Staff not included here can be declared not eligible for payment by the City as part of this Agreement. Firm will not invoice for any staff person(s) work or time if that staff person is not MA licensed, qualified and experienced in the trade, function, or duty he/she is performing.

Any new staff employed by the Firm after this Agreement has been executed, and is intended for use by the Firm as part of this Agreement shall comply with the requirements of this Agreement and be submitted for the City's approval before their implementation on work as part of this Agreement.

Section VI: Statement of Interest, Qualifications, and Experience

In addition to relevant bid forms, the Bidder must provide, at a minimum, the following information:

- Name, title and current business address.
- Statement of Interest declaring the Bidders interest in providing the requested services.

- A current resume and/or description of the relevant education and experience of all “Key Personnel”.
- A description of relevant lead abatement environmental services experience, including lead abatement projects and descriptions of any previous publicly funded projects.
- Project Approach. A narrative describing the approach that the Bidder would take to deliver the services requested.
- Office Locations. A list of all of the Bidder’s office locations with street addresses and telephone numbers.
 - Legal Matters. Provide the following information:
 - A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Bidder, any owner of the Proposer, or any employee of the Bidder by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.
 - State whether any government client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.
 - Document any name changes or changes in the organization of your legal entity that necessitated a filing with the Secretary of the Commonwealth during the past ten (10) years. Explain the reasons behind any change.
 - State whether the Proposer has filed for U.S. Bankruptcy Court Protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.
- Client References. The names, addresses, and telephone numbers of five (5) client references. References from government clients are preferred.
- Other Relevant Information. The Bidder should include any other information that demonstrates the Proposer’s qualifications to perform the services described in this IFB.

Section VII: Submission of Bids

Bids shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Bidder's sole responsibility to ensure that its bid is received at the proper location on or prior to the deadline.

All bids must be in writing and in the form set forth in this IFB and delivered in sealed envelopes to:

Chief Procurement Officer
Attn: Lauren Stabilo
City of Springfield Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103

Bids shall be submitted in separate sealed envelopes.

In accordance with Massachusetts General Laws, Chapter 30B, § 6, bids shall be assembled and submitted as follows:

Bids should include all required bids forms, including relevant experience, key personnel and their experience and credentials, references and all other information requested.

Bids shall be submitted in separate sealed envelopes addressed to Lauren Stabilo, Chief Procurement Officer, 36 Court Street, Springfield, MA 01103. Each envelope shall be clearly marked "**ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES**" (BID) NO. 20-054.

All blanks must be filled in. Bids by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Bids by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Bid Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Bidder may correct, modify, or withdraw its proposal by written notice received by the City at the address specified in Section I.C. prior to the time and date specified for the receipt of proposals. After such time, a Bidder may not change the price or any other provision of its bid in a manner prejudicial to the City or to fair competition.

As provided in M.G.L. c. 30B, §6, the proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above. Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs

earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing bidders. At the opening of bids, the City shall prepare a register of bids which shall include the name of each Bidder and the number of modifications, if any, received. The City may open the bids at a later time, and shall open the bids so as to avoid disclosure to the individuals evaluating the bids on the basic criteria other than price.

The City shall determine the most advantageous proposal from a responsible and responsive Bidder taking into consideration price and the evaluation criteria set forth in the IFB. The City shall award the contract by written notice to the selected Bidder within the time for acceptance specified above. The parties may extend the time for acceptance by mutual agreement. The City, in its sole discretion, may condition an award on successful negotiation of revisions to the Bidders Plan of Services as specified by the City in the evaluation. However, Bidders shall not specify items for negotiation in their bids otherwise condition their bids on negotiations of requirements in the IFB, including requirements of the contract. Inclusion of any such condition in a bid shall be cause for rejection of the bid.

If the City awards the contract to a Bidder who did not submit the lowest price, it shall explain the reasons for the award in writing, specifying in reasonable detail the basis for determining that the quality of services under the contract will not meet its actual needs.

As provided in M.G.L. c. 30B, §12, the City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for the succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated or otherwise made available to any fiscal year succeeding the first year.

Section VIII: Inquiries

No interpretation of the meaning of the requirements of this IFB will be given out except in response to a written request. To be given consideration all **questions regarding the IFB must be received on or before October 7, 2019 at 4:30PM EST.** All inquiries should be in writing and delivered via e-mail or facsimile (413) 787-6295 to:

Chief Procurement Officer
Attn: Lauren Stabilo
Springfield Office of Procurement
lstabilo@springfieldcityhall.com

All inquiries related to the requirements should prominently refer to **“Bid # 20-054– “ON-CALL LEAD ABATEMENT ENVIRONMENTAL SERVICES,”** and the opening date. Please keep in mind the schedule of bid events and questions should be received early enough in the schedule to permit the City’s responses to be sent to and received by all prospective Bidder(s).

Any and all such interpretations, supplemental instructions or information will be made in the form of written addenda which will be sent to all holders of the IFB. The City, in its sole discretion, may decline to provide the information requested. Any addenda so issued shall become part of the IFB.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Bidders(s) having requested the bid documents from the Office of Procurement. Bidder should base responses only on the specifications including any addenda.

Questions regarding the IFB should be in writing and delivered via e-mail or facsimile (413) 787-6295 on or before 4:00PM on October 7, 2019 to:

Office of Procurement
Attn: Lauren Stabilo, Chief Procurement Officer
City Hall – Room 307
36 Court Street, Springfield, MA 01103
lstabilo@springfieldcityhall.com

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Vendor must write the business name of the firm, sign the sheet and fax or it to (413-787-6295), lstabilo@springfieldcityhall.com and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by chapter 30B. Proposer(s) are advised to call the Office of Procurement (413-787-6285) before sending their bid responses to confirm that all addenda are accounted for.

Section IX: Reservation of Rights

The City reserves the right to:

- Reject any and all bids if deemed at the best interest of the City.
- Conduct investigations with respect to the qualification of each Bidder or to verify documentation submitted.
- Supplement, amend or otherwise modify this IFB, and to cancel this IFB with or without the substitution of another IFB.
- Issue additional subsequent Invitations for Bid.
- Reevaluate a bid if substitutions of Key Personnel or other changes proposed prior to execution of the contract.
- Condition an award of a contract on the successful negotiations of specified revisions to a Bidder's Plan of Services as permitted by M.G.L. C. 30B as the City, in its sole discretion may determine. However, Bidders shall not include items for negotiation in their bids or otherwise condition their proposals on negotiation of changes to requirements in the IFB or the contract. Inclusion of any such conditions in a proposal shall be cause for rejection of the bid.
- Use itself, its' employees and past experiences of employees with bidding firms, as a reference.
- Award only one contract or award multiple contracts for the same service to multiple vendors.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

**BID FORM A
ACKNOWLEDGEMENT OF ADDENDA**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Bidder certifies under penalties of perjury that this bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from November 1, 2019 to July 31, 2020. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from August 1, 2020 to July 31, 2021. The second renewal term would be for the period from August 1, 2021 to July 31, 2022.

If this Bid is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the IFB without exception.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Bidder nor any member of the Bidder's team is currently suspended or debarred from doing business with any government entity and is not federally debarred.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Bidder in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Bidder acknowledges receipt of Addenda numbered: _____, _____, _____.

Dated this _____ day of _____, 2019.

Signature of Bidder: _____

Name of Bidder: _____

State of Incorporation: _____

Business Address: _____

City/State/Zip:

Telephone: _____

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Bidder is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Bidder is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

**BID FORM B
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number.

	Subcontractor (w/ address and Lic #)	Experience (similar projects)	Contact Person (w/ telephone #)
1. Laboratory			

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (*) if any recorded Subcontractors are MWBE's and/or Section 3 Certified.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

BID FORM C - PRICING

Description	Type of Service(s)	Unit Price	Estimated Quantity	Price
1. MA Licensed Lead Paint Inspector: Initial Inspection	On Site Inspection, Risk Assessment, and Report	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
2. Pre-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	500 Samples	\$ _____
3. Pre-Abatement Lead Based Paint Analysis (Soil Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	75 Samples	\$ _____
3. (1) Lead Based Paint Project Designer: Cost Estimate	On Site Inspection & Report	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
4. MA Licensed Lead Paint Inspector: Re-Inspection	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ _____ Per Dwelling Unit	50 Dwelling Units	\$ _____
5. MA Licensed Lead Paint Inspector: Each Subsequent Re-inspection (upon failure of 1 st re-inspection)	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ _____ Per Dwelling Unit	10 Dwelling Units	\$ _____
6. Post-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	500 Samples	\$ _____
7. Post-Abatement Lead Based Paint Analysis (Soil Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ _____ Per sample	75 Samples	\$ _____
			Bid Total:	\$ _____

Notes:

- Estimated quantities and total are solely for the purpose of determining low bidder and are not intended to represent future project assignments and/or contract award amounts.
- All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
- Form shall not be altered, amended, supplemented, or substituted by Bidder.

The undersigned Bidder certifies under penalties of perjury that this Bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Bidder certifies that the information contained in this bid is current, truthful and complete.

Dated this _____ day of _____, 2019.

Signature of Bidder: _____

Name of Bidder: _____

State of Incorporation: _____

Business Address: _____

City/State/Zip: _____

Telephone: _____

If this bid is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to submit the bid shall be attached.

If the bid is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this bid is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

STATEMENT OF BIDDER QUALIFICATIONS

Proposers must submit list of all similar projects completed within the last three years. This information will be used to establish eligibility of bidder for contract award. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

Contractor _____

Project: _____

Description: _____

Location: _____

Contract amount: _____ Completion date: _____

Contact: _____ Phone: _____

Owner & Address: _____

Contractor _____

Project: _____

Description: _____

Location: _____

Contract amount: _____ Completion date: _____

Contact: _____ Phone: _____

Owner & Address: _____

Contractor _____

Project: _____

Description: _____

Location: _____

Contract amount: _____ Completion date: _____

Contact: _____ Phone: _____

Owner & Address: _____

BIDDERS REFERENCE FORM

List at a minimum three (3) business references whom you have done volume business and service for in the past five (5) years.

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

COMPANY: _____

Reference Name: _____

Description: _____

Location: _____

Contract Amount: \$ _____ **Completion Date:** _____

Contact: _____ **Phone:** _____

Owner & Address: _____

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance **at the time it submits its bid and afterwards if selected as the contractor**, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____

State Identification Number _____

Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____ E-mail: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer is a:

Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
(authorized agent) (Bidder/Proposer)

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
(authorized agent) (Bidder/Proposer)

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
(authorized agent) (Bidder/Proposer)

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

Notary Public

STATE OF _____, 2019

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] _____.

Notary Public

My commission expires: _____

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION.

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT _____ BID NO. _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F

B.) What is your anticipated work force for this project/service? _____

Number of Minorities _____ Number of Females _____

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE

DATE

FIRM

ADDRESS

TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
PROVIDED OR NOT.**

SAMPLE

SERVICE CONTRACT FOR ON-Call Environmental Monitoring Services

This Agreement is effective as of the date of execution by all parties, by and between the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through the Director of the Office of Housing and Neighborhood Services with the Department of Disaster Recovery and Compliance, with the approval of the Mayor (collectively referred to herein as the "City"), and (hereinafter the "Consultant").

WHEREAS, the Housing Office is in need of a qualified and experienced consultant to provide On-Call Lead Abatement Environmental Services for Lead Testing, Inspections, Re-Inspections and Reporting in connection with City funded housing repair projects. In connection with various projects the selected bidders will provide general advice to the City and its' contractors to ensure compliance with all lead laws and regulations; and

WHEREAS, the Consultant has the experience and qualifications to provide the requested tasks and is willing to perform these services under the terms and conditions of this Agreement; and

WHEREAS, the services to be performed by the Consultant are services procured through the Invitation for Bid process prescribed by Massachusetts M.G.L. 30B (See IFB in Exhibit A);

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

I. SCOPE OF SERVICES

- Providing lead environmental consulting services to City staff and/or contractors hired by the City/property owners as requested by the City of Springfield.
- Providing advice and/or recommendations on environmental regulations, as requested by the City of Springfield.
- Staying abreast of local, state and federal lead testing, monitoring, reporting, abatement and clearance requirements and advising the City of Springfield on changes.
- Researching environmental history of properties, as requested by the City of Springfield.
- Corresponding with various state and federal environmental agencies including the DEP, CLPPP and EPA on the behalf of the City of Springfield.
- Submitting required reports on behalf of the City of Springfield to the DEP, EPA, CLPPP and/or other environmental regulatory agencies.
- Provide pre-rehab lead paint property assessments, reports and abatement cost estimates.
- Perform re-inspections for all projects and subsequent re-inspections for projects that do not pass the initial inspections, as necessary.

- Provide strategies and methods for lead abatement and remediation that are compliant with all relevant laws, as requested by the City of Springfield.
- Sampling, surveying and reporting of suspected lead paint.
- Providing oversight during the removal of lead paint, including post-removal samples and reporting.
- Providing monitoring and oversight of lead abatement for various City funded rehab projects.
- Performing lead compliance inspections for various City funded rehab projects and providing results to the City and contractors.
- Issue letters of compliance for compliant units following completed lead abatement inspections.
- The Proposer would be required to have the ability to manage a minimum of five (5) projects simultaneously.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the Price Agreement may be requested.

Qualifications required herein or to perform any duty, task, or work, with the specific exception of the following work:

Laboratory analysis.

For any services that are subcontracted the vendor must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in their bid – Form B - Subcontractor Disclosure”. Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Housing.

The City may cancel this IFB, or reject in whole or in part any and all bids, if the City determines that cancellation or rejection serves the best interest of the City.

The Contractor will submit the re-inspection report in a user-friendly document that, when reviewed by parents, teachers or other interested parties that is approved by the Designated Person.

The Contractor will provide three signed copies (1-electronic uploaded into the Access database, 2-printed) of prioritized list of findings and recommended corrective actions to the Designated Person or designee upon completion of all inspections within 30 days,

A prioritized list of findings and recommended response actions to the Designated Person or designee with:

B. Estimated cost for services for abatement, post abatement, lead inspections, and laboratory analysis.

II. TERMS OF SERVICE

A. Consultant Contact. The parties agree that XXXXX shall be the principal representative of the Consultant assigned to this agreement, available at XXXXX. The Consultant shall not make changes in personnel assigned to this Project without prior notification to, and approval from, the Director of the HOUSING, or his authorized designee/s.

B. Consultant's Warranty. The Consultant warrants that the services provided hereunder will be performed in a professional and workmanlike manner and shall conform to the Requirements more specifically set forth in this Agreement and Exhibit A.

C. Confidentiality Agreement.

1. The Consultant agrees that any and all reports prepared and conclusions reached in the performance of this Agreement are for the confidential information of the City and the Consultant shall not disclose any of the same in whole or in part to any person whatsoever or discuss the same with any person whatsoever, other than the City's authorized representative, except when called upon to do so and when authorized by the City.

2. During the term of this contract, the Consultant may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of the City or the business of the HOUSING and/or officials and employees, or other confidential information concerning the HOUSING or the City. The Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit any other person, any Confidential Information without the City's prior written consent; (ii) use at least the same degree of care and precautions to protect the Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractor who require access to perform its obligation under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with the City's employees or other persons allowed such access to satisfy the foregoing obligations. The Consultant will comply with all applicable laws relative to such Confidential Information.

3. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of the Consultant; (ii) is already in the Consultant's possession without restriction on disclosure when disclosed by the City; (iii) is independently developed by the City without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

D. Satisfaction. The Consultant is responsible for ensuring that all services under this Agreement are performed to the City's satisfaction.

F. HOUSING Contact. In the performance of this Agreement, the Consultant's primary contact person at HOUSING is Gerry McCafferty and Tina Sullivan, available by email at gmccafferty@springfieldcityhall.com and tquagliato@springfieldcityhall.com ("HOUSING Liaison"). The HOUSING Liaison or his/her designee will be the Consultant's contact person at the HOUSING, will respond to the Consultant's questions related to the Project, and will receive the Consultant's reports and deliverables related to the Project.

G. Ownership of Documents. The Parties agree that the City shall own all data, reports, and other deliverables generated pursuant to this Agreement.

II. TERM AND TIME FOR COMPLETION OF SERVICES

A. The term of this Agreement shall commence on the date of execution by all parties, and shall terminate as of the close of business on XXXXX, except for those provisions which by their nature are continuing. The Schedule for providing the services under this agreement is contained in Exhibit A, and can only be modified by the express permission of the Director of the HOUSING or his Designee.

B. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the Consultant and HOUSING.

III. COMPENSATION

A. Not to Exceed Fee: In consideration for the services rendered by the Consultant as described in the Consultants Pricing Proposal, attached hereto as **Exhibit B**, and this Agreement, the City shall compensate the Consultant in an amount not to exceed including all professional fees and expenses (including travel expenses).

B. Invoices: The Consultant shall invoice the HOUSING for Services provided. The City shall make payment after processing by the City Comptroller and City Treasurer, and within thirty (30) days of receipt of invoices. Invoices shall be submitted to:

Department of Housing and Neighborhood Services
Attn: Accounts Payable
1600 E. Columbus Avenue
Springfield, MA 01103

In the event that invoices are submitted prior to execution of this Agreement by all parties, payment shall be due within 30 days of execution.

IV. RECORDS

A. The records of the Consultant insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City or any of its duly authorized representatives or agents shall have immediate access to any books, documents, papers and records of the Consultant which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions, at no cost to the City.

B. The Consultant shall retain all records and accounts, including financial records, for seven (7) years after the expiration of this Agreement, and upon termination or expiration of this Agreement, shall turn all such records over to the City.

V. TERMINATION

A. By the City:

1. The City may terminate this Agreement for cause if the Consultant breaches any material obligation under this agreement by sending written notice to the Consultant, effective 5 days after receipt unless the Consultant cures such breach within the 5 day period or, if such breach cannot be cured within 5 days, unless the Consultant commences to cure such breach within the 5 day period and diligently and continuously works to cure the breach thereafter.
2. The City reserves the right to terminate this Agreement for convenience upon 10 days written notice to the Consultant signed by the Superintendent of Schools or his designee. Upon termination for convenience, the City shall pay the Consultant for satisfactory services rendered up to the date of termination.
3. In the event that sufficient funds are not appropriated by the City to cover the cost of the services under this Agreement for any fiscal year other than the first fiscal year of the Agreement (7/1/12 through 6/30/13), then this Agreement shall automatically terminate upon the exhaustion of the current appropriation, at the close of business on June 30th of the current fiscal year.

B. By the Consultant. The Consultant may terminate this Agreement if the City breaches any material obligation under this Agreement by sending written notice to the City, effective 14 days after receipt unless the City cures such breach within the 14 day period or, if such breach cannot be cured within 14 days, unless the City commences to cure such breach within the 14 day period and diligently and continuously works to cure the breach thereafter.

1. Termination of this Agreement shall not affect any rights or obligations accrued prior thereto.
2. In the event of termination and/or expiration of this Agreement the Consultant shall return all originals of documents, data, papers, and studies provided by the City and shall provide reports prepared by the Consultant for the Project to the HOUSING Liaison within Five (5) business days.

VI. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

A. In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

B. The Consultant shall, in all solicitations, or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, age, sex, sexual orientation, gender identity, disability, family status or national origin.

C. In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Consultant may be declared ineligible for further City contracts.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification: The Consultant shall assume the defense of (with counsel acceptable to the City) and indemnify and hold harmless the City, the HOUSING and their respective officers, agents and employees from any and all suits and claims against it or any of them arising from any negligent or intentional act or omission of the Consultant, its agents, associates, consultants, employees, partners or servants, in any way connected with the performance of this Agreement. This provision shall survive the termination of the Agreement.

B. General Liability Insurance: The Consultant shall at its own expense obtain and maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Consultant and any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

C. Professional Liability Insurance: Effective as of July 1, 2014, the Consultant shall at its own expense obtain and maintain Professional Liability Insurance, including errors and omissions coverage, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, covering the Consultant and any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement, naming the City of Springfield as an "additional insured".

D. Auto Liability Insurance and Worker's Compensation Insurance: The Consultant shall also obtain and maintain all required automobile insurance coverage for any vehicles used in the performance of this Agreement, and any worker's compensation insurance required by law, at all times during the term of this Agreement.

E. Subcontractors: The Consultant shall provide, maintain and require its subcontractors, if any, to provide and maintain all insurance for its employees, including workers compensation and unemployment compensation, in accordance with the statutory requirements of the Commonwealth of Massachusetts. The Consultant is an independent contractor and is not an employee or agent of the City.

F. Certificates of Insurance: The Consultant shall file with the City a certificate evidencing such coverage and outlining policy limits and information relative to coverage and the persons covered thereby, which Certificate must be attached to this Agreement.

VIII. SUCCESSORS AND ASSIGNS

A. The Consultant shall not assign or transfer its respective interests in this Agreement.

IX. CONFLICT OF INTEREST

A. Consultant covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in this contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

C. Compliance With Ethics Laws Requirements: To the extent applicable, the Consultant agrees to comply with the provisions of the recent amendments to Mass. Gen. Laws Ch. 268A, as amended by Chapter 20 of the Acts of 2009 ("Act"), which took effect on September 29, 2009. To the extent that certain of its key employees providing services to the City may be considered "municipal employees" or "special municipal employees" under Mass. Gen. Laws Ch. 268A, sec. 1(g) or 1(n), such employees of the Consultant may be required to complete and provide certification of compliance with the new State Ethics Commission online training requirements. Information concerning these requirements is available on the State Ethics Commission website (www.mass.gov/ethics), or by calling the Commission's Legal Division at 617-371-9500.

X. APPLICABLE LAW AND EXCLUSIVE FORUM

A. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

XI. COMPLIANCE WITH LAWS

The Consultant shall comply in every respect with all applicable state and federal laws, orders, regulations and rules, and local ordinances, in the exercise and performance of the services under this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by the parties hereto.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the City of Springfield, acting by and through the Director of Housing, with the approval of the Mayor, and XXXXX, have executed this Agreement as a sealed instrument on the day and year the same is signed by all parties hereto, on the latest date noted below.

THE CONSULTANT:

XXXXX:

BY: _____
Date signed: _____

Approved as to Appropriation:

City Comptroller

THE CITY OF SPRINGFIELD:

Office of Procurement

Approved:

Director of HOUSING

Approved as to Form:

City Solicitor

Approved:

DOMENIC J. SARNO, MAYOR
Date signed: _____

EXHIBIT A - Consultant's Proposal

(see attached)

EXHIBIT B – Pricing

(See attached)

EXHIBIT B
Contractor's Proposal

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

INVITATION FOR BIDS

RFP Number 20-054

Will be received at the Office of Procurement until 2:00 P.M. October 16, 2019 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above IFB number and the due date.

By: Lauren Stabilo, Chief Procurement Officer

This Invitation for Bid is for: On-Call Lead Abatement Environmental Services
(Per the attached specifications)

As requested by: Office of Housing and Neighborhood Services & Disaster Recovery and Compliance

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Bid Proposal is submitted by:

^{V# 17616}
EMERALD LEAD TESTING, INC

(Company Name)

41 Cleveland St Springfield, MA 01104

(Company Address)

I acknowledge receipt of addenda numbered: _____

signed by: DAVID A BURGESS, PRESIDENT

(Printed or Typed Name and Title)

David A Burgess

(Signature and Date)

10/1/19

Telephone Number: _____

Fax: _____

Email Address: _____

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

**BID FORM A
ACKNOWLEDGEMENT OF ADDENDA**

As required by Massachusetts General Laws, Chapter 30B, § 10, the undersigned Bidder certifies under penalties of perjury that this bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from November 1, 2019 to July 31, 2020. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from August 1, 2020 to July 31, 2021. The second renewal term would be for the period from August 1, 2021 to July 31, 2022.

If this Bid is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the IFB without exception.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Bidder nor any member of the Bidder's team is currently suspended or debarred from doing business with any government entity and is not federally debarred.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Bidder in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Bidder acknowledges receipt of Addenda numbered: _____, _____, _____.

Dated this 10TH day of OCTOBER, 2019.

Signature of Bidder: David A Bugen
Name of Bidder: EMERALD LEAD TESTING, INC
State of Incorporation: MASS
Business Address: 41 Cleveland Street
City/State/Zip: Springfield MA 01104
Telephone: [REDACTED]

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.


If this Bidder is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Bidder is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

**BID FORM B
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number.

	Subcontractor (w/ address and Lic #)	Experience (similar projects)	Contact Person (w/ telephone #)
1. Laboratory	<i>ENVIRONMENTAL Hazards Services, LLC</i>		

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (*) if any recorded Subcontractors are MWBE's and/or Section 3 Certified.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

**PROPOSAL FOR ON-CALL LEAD ABATEMENT
ENVIRONMENTAL SERVICES**

BID FORM C - PRICING

Description	Type of Service(s)	Unit Price	Estimated Quantity	Price
1. MA Licensed Lead Paint Inspector: Initial Inspection <i>* See Attachment</i>	On Site Inspection, Risk Assessment, and Report	\$ <u>350</u> Per Dwelling Unit	50 Dwelling Units	\$ <u>17,500</u>
2. Pre-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ <u>20</u> Per sample	500 Samples	\$ <u>10000</u>
3. Pre-Abatement Lead Based Paint Analysis (Soil Sampling: 5-day Turnaround)	Collection, Lab, & Results	\$ <u>20</u> Per sample	75 Samples	\$ <u>1500</u>
3. (1) Lead Based Paint Project Designer: Cost Estimate	On Site Inspection & Report	\$ <u>176</u> Per Dwelling Unit	50 Dwelling Units	\$ <u>8750</u>
4. MA Licensed Lead Paint Inspector: Re-Inspection	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ <u>250</u> Per Dwelling Unit	50 Dwelling Units	\$ <u>12500</u>
5. MA Licensed Lead Paint Inspector: Each Subsequent Re-inspection (upon failure of 1 st re-inspection)	On Site Inspection, Report, and Letter of Compliance (if applicable)	\$ <u>150</u> Per Dwelling Unit	10 Dwelling Units	\$ <u>1500</u>
6. Post-Abatement Lead Based Paint Analysis (Dust Wipe Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ <u>25</u> Per sample	500 Samples	\$ <u>12500</u>
7. Post-Abatement Lead Based Paint Analysis (Soil Sampling: 2-day Turnaround)	Collection, Lab, & Results	\$ <u>25</u> Per sample	75 Samples	\$ <u>1875</u>
			Bid Total:	\$ <u>66125</u>

Notes:

1. Estimated quantities and total are solely for the purpose of determining low bidder and are not intended to represent future project assignments and/or contract award amounts.
2. All prices recorded shall include all equipment calibration efforts, sample container preparation, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
3. Form shall not be altered, amended, supplemented, or substituted by Bidder.



41 Cleveland Street • Springfield, MA • 01104

[REDACTED]
email: [REDACTED]

David A. Burgess - [REDACTED]

BID FORM C – PRICING ATTACHMENT

A comprehensive initial inspection following Massachusetts guidelines established by the Department of Public Health, Childhood Lead Poisoning Prevention Program will be completed for a cost of \$350.00 per unit.

In addition, a HUD Lead Paint Risk Assessment Report will be completed for each unit at an additional cost of \$145.00 per unit.

The undersigned Bidder certifies under penalties of perjury that this Bid, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the IFB, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Bidder certifies that the information contained in this bid is current, truthful and complete.

Dated this 15^T day of OCTOBER, 2019.

Signature of Bidder: David A Bungin

Name of Bidder: EMERALD LEAD TESTING, INC

State of Incorporation: MASS

Business Address: 41 Cleveland ST

City/State/Zip: Springfield, MA 01104

Telephone: [REDACTED]

If this bid is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to submit the bid shall be attached.

If the bid is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this bid is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

DAVID A BURGESS

(NAME OF PERSON SIGNING BID)

David A Burgess

(SIGNATURE)

Emerald Lead Testing, INC

(COMPANY)

STATEMENT OF BIDDER QUALIFICATIONS

Proposers must submit list of all similar projects completed within the last three years. This information will be used to establish eligibility of bidder for contract award. Any format used by the bidder to supply this information must include the information requested below. Defaulted projects must be listed.

Contractor Pioneer Valley Planning Commission

Project: 25 Single Family Dwellings

Description: Initial lead inspections and/or Risk assessments
Soil Sampling; Re-Inspections with dust analysis
Issuance of Appropriate Compliance or
Interim Control Documents.

Location: Scattered SITES throughout Pioneer Valley
Huntington; Ware; Gilbertville; Warren; Deerfield; Southwick

Contract amount: \$24,000 Completion date: ON GOING

Contact: Christopher Dunphy Phone: [REDACTED]

Agency
Owner & Address: 60 Congress Avenue - SPAD MA 01104

Contractor Berkshire Regional Planning Commission

Project: 15 Single Family dwellings

Description: Initial lead inspections & or Risk Assessments
Soil Sampling; Re-Inspections with dust analysis
Issuance of Appropriate Compliance or
Interim Control Documents

Location: Various locations within Berkshire County

Contract amount: \$15,000 Completion date: ON GOING

Contact: Patricia Mullins Phone: [REDACTED]

Agency
Owner & Address: 1 Fenn St - Suite 201

PITTSFIELD, MA 01201

Contractor Franklin County Regional Housing & Redevel. Authn

Project: 25 Single Family homes

Description: Initial Inspections and/or Risk Assessments
Soil Sampling; Re-inspections with dust analysis
Issuance of Compliance documents

Location: Scattered sites throughout Franklin
County

Contract amount: \$ 20,000 Completion date: ON GOING

Contact: Brian McHugh Phone: [REDACTED]

Owner & Address: 241 Millers Fall RD

Turners Falls, MA 01376

BIDDERS REFERENCE FORM

List at a minimum three (3) business references whom you have done volume business and service for in the past five (5) years.

COMPANY: Armory Property Management, LLC

Reference Name: Anthony Nelson

Description: Single family/multi family units

Location: Dozens of locations throughout Pioneer Valley

Contract Amount: \$ 12,000 Completion Date: on going

Contact: Anthony Nelson Phone: [REDACTED]

Owner & Address: 1464 State St - Sepld MA 01109

Private Investor / Property Manager / Court RECEIVER
Realtor / Broker Email: Armorypropertymanagement@
gmail.com

COMPANY: Patrick Nolan

Reference Name: The Frankstone group

Description: 1 to 4 family Inspections

Location: throughout Pioneer Valley

Contract Amount: \$ 15,000 Completion Date: on going

Contact: _____ Phone: [REDACTED]

Owner & Address: Email: cnolan@nolan@gmail.com

Realtor/Broker Private Investor Court Receiver

COMPANY: Patty Glenn

Reference Name: JTS Capital Investment, LLC

Description: Private Investor / Court Receiver

Location: Pioneer Valley - office 1163 Main St Sepld 01103

Contract Amount: \$ 15,000 Completion Date: On going

Contact: Patty Glenn Phone: [REDACTED]

Owner & Address: Athy Patti@yahoo.com

COMPANY: Justin Simmons

Reference Name: _____

Description: 1-4 units; investment properties

Location: Syfld; Chesapeake office: 1278 Westfield St W Syfld
01089

Contract Amount: \$ 9,000 — Completion Date: on going

Contact: _____ Phone: [REDACTED]

Owner & Address: Email: justin@cornerstone-homebuying.com
Private Investor;

COMPANY: _____

Reference Name: Marc Murphy

Description: 1-4 units Apartment buildings

Location: Pioneer Valley

Contract Amount: \$ 15,000 — Completion Date: on going

Contact: _____ Phone: [REDACTED]

Owner & Address: 183 Oakland St - Syfld MA 01108
Private Investor / Realtor / Broker: Court Receiver

AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)

NAME OF PROJECT ON-CALL LEAD ABATEMENT BID NO. 20-054
ENVIRONMENTAL SERVICES

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
	2					2		1		

B.) What is your anticipated work force for this project/service? 5
Number of Minorities 1 Number of Females 3

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories. No

MALE---FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

David A Burgess 10/10/19
AUTHORIZED SIGNATURE DATE

Emerald Lead Testing, Inc
FIRM

41 Cleveland St Springfield MA 01104
ADDRESS

[REDACTED]
TELEPHONE NUMBER

THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.



41 Cleveland Street • Springfield, MA • 01104

email: [REDACTED]

David A. Burgess - [REDACTED]

October 10, 2019

Luaren Stablio, Chief Procurement Officer
City of Springfield
36 Court Street, Room 307
Springfield, MA 01103

Dear Ms. Stablio,

Please accept this letter as my request to be considered for providing On-Call Lead Abatement Environmental Services for Lead Inspecting. At Emerald Lead Testing, Inc. our inspectors are dedicated to providing complete and thorough lead inspection services.

I understand that as your Lead Inspector Consultant we will be responsible for completing a comprehensive initial inspection, reinspections and final inspections as part of the Healthy Homes Program. On the day of the inspection we will perform a Comprehensive Initial Lead Inspection and/or a Lead Risk Assessment as directed by the City of Springfield. In addition, we will collect soil samples to be analyzed by a federally certified laboratory. All results will be recorded on the Lead Inspection/Risk Assessment form approved by the Massachusetts Lead Poisoning Prevention Program. Within two weeks of the inspection we will provide a copy of the report to the property owner and another to your agency.

After deleading activities have been performed we will, when appropriate, perform a Reoccupancy Reinspection and gather the appropriate number of dust samples. Upon completion of all deleading activities we will perform a Final Reinspection of the property. If there was no Reoccupancy Reinspection we will gather dust samples during the Final Reinspection. If any reinspections or dust samples fail, we will return to the property and perform any additional reinspection and/or dust sampling required.

Once the deleading activities have been completed and the reinspections and dust samples have passed we will issue a Letter of Full Deleading Compliance. In cases where only Urgent Lead Hazards have been addressed a Letter of Interim Control will be issued.

We are happy to work with property owners to find a suitable time to perform the Initial Lead Inspection during our hours of scheduling of Monday-Friday, 9:30 AM-3:00 PM. We agree to provide these inspection services according to the Compensation Schedule provided and agree to sign a contract as determined by the City of Springfield. I have attached a list of references. Evidence of insurance and issuance of a Certificate of Insurance to the City of Springfield will be provided upon request.

Emerald Lead Testing, Inc. (Emerald) currently employs three full time lead inspectors/risk assessors, one of which is licensed as a Master Inspector. In addition, another person is licensed as a provisional inspector and is currently completing her apprenticeship. A fifth inspector has completed her class work and is waiting to complete her written exam and complete her apprenticeship.

Emerald has worked for several years with most of the Community Development programs of area cities, all listed as references within this bid package. In addition, thousands of inspections have been completed for private investors and home owners within a 60 mile radius.

Emerald is also a training provider authorized by CLPPP to conduct Moderate Risk Deleading workshops enabling investment property owners and single family home owners to become authorized to abate their own properties.

Emerald currently owns three MA-DPH approved X-Ray Fluorescent Analyzers enabling us to complete multiple inspections each day, including weekends.

Attached are short resumes of the two primary inspectors, David Burgess (I1729) and Eileen Manley (M3305) that have been licensed since 1990. Additionally, Dale Bolton (I4194) brings to the company 45 years as a licensed general contractor and 15 years experience as a MA licensed deleading contractor. Michelle Geer, currently completing her apprenticeship, will be licensed as lead inspector within 90 days. Our fifth inspector (in training), Nitsa Rivera has completed her course work and is waiting for CLPPP to complete her written exam, become a provisional inspector and complete her apprenticeship. She will enhance Emerald's ability to efficiently communicate with our Latino population.

Lastly, David Burgess and Dale Bolton are enrolled in a training program to be completed October 23rd that will license them as HUD/EPA Lead Inspectors & Risk Assessors and Lead Inspectors for the State of CT.

Thank you for your consideration.

Sincerely,



David A. Burgess, President
Emerald Lead Testing, Inc.

David A. Burgess, President

Expiration Date 10/11/19

Emerald Lead Testing

41 Cleveland Street, Springfield, MA 01104

Summary Massachusetts Private Lead Inspector for over 20 years. President and founder of Emerald Lead Testing. Experienced in Lead Inspections, Risk Assessments, and issuance of compliance documents. Provide educational materials and presentations regarding lead compliance to property owners, residents, and other interested parties.

Areas of Experience

- Residential Lead Inspections
- Private Schools and Day Care Inspections
- Risk Assessments for Interim control
- Presentation of Training Seminars for Property Owners and First Time Home Buyers
- Presentation of Informational Sessions for Real Estate Professionals
- Conduct Moderate Risk Deleading Training Sessions

Experience

Emerald Lead Testing 1990-Present

President, Inspector and Risk Assessor

Founded a lead inspection company where we focus on helping property owners understand their risks, responsibilities, and liability regarding lead while ensuring compliance with the lead law.

Perform lead inspections and Risk Assessments.

Our clients include

- Residential property owners and buyers
- Private schools and day care facilities
- Banks, financial institutions, and court appointed receivers
- Engineering and environmental consulting firms

Provide training for property owners, buyers, educators, mortgage officers, real estate professionals, and receivers.

Training

- Institute for Environmental Education: Massachusetts Lead Inspector
- Niton Corporation: Radiation safely, monitoring, and measurement technology
- Massachusetts Department of Public Health: Lead Inspector refresher training

Eileen B. Manley

[REDACTED]
Emerald Lead Testing

41 Cleveland Street, Springfield, MA 01104
[REDACTED]
[REDACTED]

Summary Massachusetts Private Lead Inspector. Experienced in Lead Inspections, Risk Assessments, and issuance of compliance documents. Provide educational materials and information regarding lead compliance to property owners, residents, and other interested parties.

Areas of Experience

- Residential Lead Inspections
- Private Schools and Day Care Inspections
- Risk Assessments for Interim Control
- Preparation of Materials for of Training Seminars for Property Owners and First Time Home Buyers
- Preparation of Materials for Informational Sessions for Real Estate Professionals

Experience

Emerald Lead Testing 1999-Present
Inspector, Risk Assessor and Administrative Assistant

Private lead inspector focusing on assisting property owners to understand their risks, responsibilities, and liability regarding lead while ensuring compliance with the lead law.

Maintain work schedule, provide customer education and service, and maintain accurate files of all work product.

Perform lead inspections and Risk Assessments.

Our clients include

- Residential property owners and buyers
- Private schools and day care facilities
- Banks, financial institutions, and court appointed receivers
- Engineering and environmental consulting firms

Provide training for property owners, buyers, educators, mortgage officers, real estate professionals, receivers, and provisional lead inspectors.

Training

- Institute for Environmental Education: Massachusetts Lead Inspector
- Niton Corporation: Radiation safety, monitoring, and measurement technology
- Massachusetts Department of Public Health: Lead Inspector refresher training



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Webber & Grinnell 8 North King Street Northampton MA 01060	CONTACT NAME: Brenda Klaus
	PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED]
INSURED Emerald Lead Testing Co. Attn: David Burgess 41 Cleveland Street Springfield MA 01104	INSURER(S) AFFORDING COVERAGE
	INSURER A : XS Brokers Insurance Agency
	INSURER B : Miscellaneous
	INSURER C : Ohio Casualty/Liberty
	INSURER D :
	INSURER E :
	INSURER F :

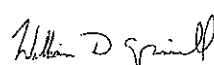
COVERAGES CERTIFICATE NUMBER: Exp 12/2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

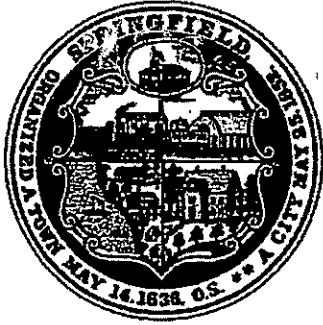
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPK125509	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	AUTOMOBILE LIABILITY			5912046	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							Uninsured motorist BI \$ 100,000	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Springfield is listed as additional insured with respect to liability as per the terms and conditions of the policies.

CERTIFICATE HOLDER City of Springfield Community Development 36 Court St Springfield MA 01105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Springfield
Office of Procurement
36 Court Street
City Hall – Room 307
Springfield MA 01103

November 4, 2019

Emerald Lead Testing, Inc.
41 Cleveland Street
Springfield, MA 01104

RE: Notice to Proceed; City Bid No. 20-054

Hello:

The City of Springfield Office of Procurement is issuing this "Notice to proceed", effective November 4, 2019, for the City of Springfield Office of Housing and Neighborhood Services and Disaster Recovery and Compliance. This Notice to Proceed is for On-Call Lead Abatement Environmental Services pursuant to City of Springfield Bid 20-054. A formal contract is being drafted for an amount not to exceed:

**One Hundred Thousand Dollars and 00/100
\$100,000.00**

Work performed under the Notice to Proceed will adhere to the conditions as stated in the formal bid documents that will become an exhibit to the contract being prepared. Please commence work upon receipt of this notice. Once complete the contract will be forwarded to your attention for signatures. Please sign and return this document as soon as possible with a copy of your updated insurance certificate. A fax followed by an original is acceptable.

Sincerely,

Lauren Stabilo
CHIEF PROCUREMENT OFFICER

cc: Robert DeMuis, Deputy Director of Housing
Tina Sullivan, Director of Disaster Recovery
Gerry McCafferty, Director of Housing

Emerald Lead Testing, Inc.

DATED: 11/4/19, 2019