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**City of South Bend**

**Lead Hazard Reduction Grant Program**

**Request for Proposals**

for

Indiana Licensed Primary Radon Testers

City of South Bend Department of Community Investment

227 W. Jefferson Blvd, Suite 1300S

South Bend, IN 46601

[www.southbendin.gov](http://www.southbendin.gov)

Issue Date: September 12, 2022

**Response Deadline: September 26, 2022**

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**PART 1: SCOPE OF THIS REQUEST**

1. **Purpose of this Request for Proposals (RFP)**

The City of South Bend seeks to contract with a qualified individual or entity to provide residential radon measurement services, as detailed in the Scope of Services section of this RFP.

1. **About the City of South Bend & the Lead Hazard Reduction Grant Program**

The City of South Bend is in north central Indiana, approximately 90 miles east of Chicago. It is the fourth-largest city in Indiana with over 100,000 residents. South Bend is the economic, educational, media, and cultural hub of Michiana, a multicounty region spanning the Michigan-Indiana border. Organized as a town in 1835 and incorporated as a city in 1865, South Bend grew as a major manufacturing center, with major employers including the Studebaker Corporation, the Oliver Chilled Plow Company, the Singer Manufacturing Company, and the Bendix Corporation. With the decline of heavy industry in the second half of the twentieth century, South Bend began to reposition itself as a center for smaller scale manufacturing, transportation / distribution-related industry, medical services, and education.

Given South Bend’s age and growth most of its housing stock was built prior to 1978, before the ban on lead-based paint. The City of South Bend has received a grant to fund its Lead Hazard Reduction Program to control or eliminate lead hazards in properties owned or leased by low-income households. The grant is with the Department of Housing and Urban Development’s Office of Lead Hazard Control and Healthy Homes (“OLHCHH”). It is anticipated that available resources will allow for lead hazard reduction work at over 100 houses as part of the grant program and all assisted properties are required to have radon testing completed and possible mitigation.

1. **Scope of Services**

Through the U.S. Department of Housing and Urban Development’s Office of Lead Hazard Control and Healthy Homes, the Lead Hazard Reduction Grant Program (“LHR”) helps government create and implement programs to make homes lead and radon safe. Specifically, in undertaking comprehensive programs to identify and control lead-based paint hazards and radon in eligible privately-owned rental or owner-occupied housing.

In consultation with the City of South Bend, the respondent selected pursuant to this RFP (the “selected respondent”) will be responsible for coordinating and conducting residential radon tests within the city limits, for a contract period anticipated to end December 31, 2022. Radon testing must be in accordance with all State, local, and program policies which includes the following guidelines:

####

#### Radon Test

* Coordinate scheduling to gain access to property with homeowner(s) and/or grant staff.
* A Continuous Radon Monitoring device performing a short-term test must be used for each residential home assigned. The testing device must be listed with the EPA’s testing program and/or certified by the State of Indiana.
* Initiate monitoring / testing within a reasonable timeframe of being notified of a LHR Grant enrolled unit.
* Radon testing must be conducted according to the requirements of the current ANSI/AARST national consensus standard for the specific housing type.
* Submit an electronic copy of the report to the City of South Bend Program Manager within 48 hours of collection of the testing device.
* As per 410 IAC 5.1-28(f), all Indiana Licensed Primary Testers, Laboratory Testers, and Mitigators are required to report all radon activity to IDOH on a form approved by IDOH. All reports are due on January 31st for data from the previous calendar year (e.g. 2022 testing/mitigation data is due on January 31st, 2023).

Development of Scope of Work

* + If testing identifies a radon level at or above the EPA action level of 4 picocuries per liter of air (4 pCi/L), a scope of work for radon mitigation will be developed for the unit.
	+ The work specifications shall be written so mitigation is mitigation is conducted according to the current AARST/ANSI consensus standards for the specific housing type. All work specifications must be reviewed and approved by the City and grantors, as needed, prior to the start of any radon mitigation work.
	+ There must be a line-item cost estimate for each mitigation activity / repair.
1. **Request for Proposals Timeline**

September 12, 2022 RFP released to the public

September 26, 2022 RFP Responses Due

September 27-30, 2022 City review of responses. Requests for additional information, as needed.

October 3, 2022 Tentative selection of service provider

**PART 2: RFP PROCESS**

1. **Selection Process**

Evaluation of Responses will be completed by the City of South Bend. Respondents must be qualified, responsive, and responsible. Selection of a Respondent is at the sole discretion of the City of South Bend.

The City reserves the right to request additional information from any or all potential Respondents as necessary to clarify that which is contained in the proposals. The City may schedule interviews with potential Respondents. Further, the City reserves the right to negotiate with a Respondent on terms of its proposal. The City also reserves the right to reject all proposals or to accept proposals in part.

1. **Evaluation Criteria**

*Eligible Respondent Requirements*

Respondents must meet the following minimum requirements to be deemed eligible and responsive to this RFP:

* 1. The Respondent must be currently credentialed by the NRPP or the NRSB.
	2. The Respondent is a licensed radon tester with the State of Indiana.
	3. The Respondent must have and keep in force comprehensive general liability insurance coverage in the minimum amount of $1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
	4. The Respondent has experience performing radon testing in accordance with the State of Indiana requirements.
	5. The Respondent has the knowledge, skills, and experience to perform a radon testing in accordance with this RFP and City of South Bend’s LHR Grant Program policy and procedures manual.
	6. The Respondent has the capacity to effectively coordinate a radon test and provide professionally written reports as described in this RFP and the LHR Grant Program policy and procedures manual consistently in a timely manner.
	7. The Respondent has the experience and skill to write a scope of work based on the assessment and provide the report to the City of South Bend consistently in a timely manner.
	8. The Respondent has the capacity to schedule and complete radon testing within two (2) weeks of receiving notice the test needs to be completed for an eligible household.
	9. The Respondent has the capacity to conduct a retest of any unit where mitigation is required and submit the report to the City of South Bend within 48 hours after the collection of the testing device.
	10. The Respondent is legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (there is a fee to register with the Secretary of State) and owe no outstanding reports to the Indiana Secretary of State.

*Qualified Respondent Evaluation Criteria*

The following will be the City of South Bend’s primary consideration in the selection process:

1. Compliance with requirements of this RFP.
2. An assessment of the Respondent’s ability to deliver the indicated services in accordance with the specifications set out in the RFP.
3. Experience performing radon testing.
4. Ability to start providing services within a short time frame.
5. Demonstrated understanding of the State of Indiana’s radon rules and grant program requirements.
6. Proof of comprehensive general liability insurance coverage in the minimum amount of $1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
7. Proof of current licenses with the State of Indiana.
8. Competitive fee.

*Responsible Respondent Requirements*

The City of South Bend shall not award any contract until the selected Respondent, has been determined to be responsible. A responsible Respondent must:

1. Have adequate financial resources to perform the project, or the ability to obtain them;
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Respondent’s existing commercial and governmental business commitments;
3. Have a satisfactory performance record with the City of South Bend and/or HUD;
4. Have a satisfactory record of integrity and business ethics;
5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
6. Have the necessary inspection, construction, and technical equipment and facilities, or the ability to obtain them;
7. Have supplied all requested information;
8. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (there is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
9. Be otherwise qualified and eligible to receive an award under applicable laws; and regulations, including not being suspended or debarred.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFP, and the Respondent shall be advised of the reasons for the determination.

1. **RFP Submission Items**

Respondent must submit documentation in response to the *Eligible Respondent Requirements* as in Part 2, Section 2of this RFP. The following items must be included in the Response:

* 1. Completed Firm Qualifications Certification Form (Exhibit A).
	2. Completed Personnel Qualifications Form(s) (Exhibit B) for Respondent personnel that will provide services. If available, resumes / summary of qualifications.
	3. Fee schedule for providing services listed in this RFP. The fee schedule should include all costs associated with the services (travel, time, labor, supplies, etc.) rolled into and reflected in the Respondent’s fee.The provided Fee Schedule (Exhibit C) must be filled in and submitted to indicate the Respondent’s Fee.
	4. Completed Certification of Respondent (Exhibit D).
	5. Copies of all organizational staff radon licenses.
	6. Proof of Comprehensive general liability insurance coverage in the minimum amount of $1,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
	7. A copy of the Respondent’s System of Award Management (SAM) registration at [www.sam.gov](http://www.sam.gov)
	8. A copy of the Respondent’s Certificate of Existence issued by the Indiana Secretary of State.
	9. Minority-owned Business Enterprise/Women-owned Business Enterprise (MBE/WBE) designations, if any.
1. **Submittal Instructions**

**Responses, including all required submission items, shall be submitted electronically to Kristen Titus as** **LeadGrants@southbendin.gov** **by 4:30pm (EST) on Monday, September 26, 2022.**

Responses should be clearly marked “Radon RFP” in the subject line of the email to which you have attached your Response. The name of the company/vendor, address, contact email address and phone number must be included in the body of the email, addressed to LeadGrants@southbendin.gov.

Contractors can contact the City at LeadGrants@southbendin.gov with questions about the program or the submission of required documents.

**Responses must meet the RFP Requirements.** Responses that miss the submission deadline and/or do not contain all the required forms / documents as listed in this RFP may be determined ineligible for further consideration.The City reserves the right to review and audit all documents related to the Response and to request additional information as determined necessary. Failure to comply with the City’s request may be deemed grounds for dismissing the Response.

**PART 3 : TERMS AND CONDITIONS**

1. **FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

* 1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
	2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
	3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
	4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
	5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
	6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
	7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
	8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
	9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
	10. HUD’s Lead Safe Housing Rule. Title 24- Subtitle A- Part 35.
	11. The Office of Lead Hazard Control and Healthy Homes policy guidance.
1. **RFP TERMS AND CONDITIONS**

This request is issued subject to the following terms and conditions:

1. This RFP is a request for the submission of qualifications but is not itself an offer and shall under no circumstances be construed as an offer.
2. The City of South Bend expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
3. The City of South Bend reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFP, including but not limited to incomplete qualifications and/or qualifications offering alternate or non-requested services.
4. The City of South Bend reserves the right to reject any or all companies, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in its best interest.
5. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, the City of South Bend may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
6. In no event shall any obligations of any kind be enforceable against the City of South Bend unless and until a written agreement is entered.
7. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
8. By submitting a response to this request, the Respondent waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
9. The City of South Bend reserves the right not to award a contract pursuant to the RFP.
10. All items become the property of the City of South Bend upon submission and will not be returned to the Respondent.
11. The City of South Bend reserves the right to split the award between multiple applicants and make the award on a category-by-category basis and/or remove categories from the award.
12. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
13. The Respondent understands that the City of South Bend will enter into contract preparation activities with the Respondent whose RFP appears to be the most advantageous to the City. If at any time the contract preparation activities are judged to be ineffective, the City may do the following:
	1. Cease all activities with that Respondent.
	2. Begin contract preparation activities with the next highest ranked Respondent.
14. By submitting a response to this RFP, Respondent acknowledges the acceptance of the City of South Bend’s Written Contract and the understanding that such may be non-negotiable.
15. Additionally, the City of South Bend will not agree to any of the following terms or conditions:
16. Any provision requiring the City of South Bend to provide insurance.
17. Any provision requiring the City of South Bend to provide indemnity.
18. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana.
19. Any provision providing that suit be brought in any state other than Indiana.
20. Any provision providing for resolution of contract disputes.
21. Any provision requiring the City of South Bend to pay any taxes.
22. Any provision requiring the City of South Bend to pay penalties, liquidated damages, interest or attorney’s fees.
23. Any provision modifying the applicable Indiana statute of limitations.
24. Any provision relating to the time within which a claim must be made.
25. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20.
26. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3.
27. Any provision providing for automatic renewal.
28. Any provision requiring the City of South Bend to agree to limit the liability of the Respondent.

**Exhibit A**

**City of South Bend**

**Lead Hazard Reduction Program Request for Proposals**

**Firm Qualifications Certification Form**

|  |  |
| --- | --- |
| **Company** **Name:** |  |
| **Street Address:** |  |
| **City:** |  | **State:** |  | **Zip Code:** |  |
| **Owner’s Name:** |  | **Phone:** |  |
| **Email:** |  |

1. The Respondent has experience performing radon testing in accordance with the State of Indiana requirements.

☐ Yes ☐ No

If yes, how many years? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Respondent has the knowledge, skills, and experience to perform a radon testing in accordance with this RFP and City of South Bend’s LHR Grant Program policy and procedures manual.

☐ Yes ☐ No

1. The Respondent has the capacity to effectively coordinate a radon test and provide professionally written reports as described in this RFP and the City’s LHR Grant Program policy and procedures manual consistently in a timely manner

☐ Yes ☐ No

1. The Respondent has the experience and skill to write a scope of work based on the Healthy Homes assessment and provide the report to the City of South Bend consistently in a timely manner.

☐ Yes ☐ No

1. The Respondent has the capacity to schedule and complete each task listed in the Scope of Service section within the timeframe described in this RFP.

☐ Yes ☐ No

1. Is Respondent registered, or willing to register, in the System for Award Management (SAM)?

☐ Yes, currently registered

☐ Not currently registered, but willing to complete (the City can provide a registration guide)

☐ Not registered, and will not complete

I have read the RFP and agree to the scope of services and terms and conditions for participation in the City of South Bend’s Lead Hazard Reduction Grant Program for radon testing. ☐ Yes ☐ No

|  |  |
| --- | --- |
|  |  |
| Signature | Date |

|  |  |
| --- | --- |
|  |  |
| Name (Printed) |  |

**Exhibit B**

**Lead Hazard Reduction Program Request for Proposals**

**Personnel Qualifications Form**

Please complete a form for each individual that will be completing the work described in the RFP. One form per person however there may be multiple service types on each form. Respondents may include the resume or summary of qualifications for the individual(s) completing the work.

Service Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Individual Providing Service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years of Experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years with Active License (if required for service): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Types of services performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Firm Website Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If Firm providing the service is not the Respondent:

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit C**

**Lead Hazard Reduction Program Request for Proposals**

**Fee Schedule**

|  |  |
| --- | --- |
| **SERVICES** | **FEE**  |
| Radon Test Per Unit | $ |
| Development of Scope of Work Per Unit | $ |

Contractor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit D**

**Lead Hazard Reduction Program Request for Proposals**

**Certification of Respondent**

I hereby certify that the information contained in these qualifications and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFP and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

the corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the City of South Bend.

18 U.S.C. § 1001, “Fraud and False Statements,” provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Firm name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_