



CITY OF BATTLE CREEK
NOTICE OF REQUEST FOR PROPOSALS

RFP#: 2021-051R

TITLE: Lead Awareness Marketing Services

ISSUE DATE: May 17, 2021

PROPOSAL DUE DATE: June 3, 2021, at 10:00am Local Time

LOCATION: **Proposals must be submitted online. See page 9 for instructions.**
DO NOT EMAIL PROPOSALS.

Purchasing Contact: **Christine Huff**
E-mail: clhuff@battlecreekmi.gov questions only: **do not email proposals**

DESCRIPTION: The City is soliciting proposals for a qualified firm to develop and implement a lead awareness marketing campaign that does the following:

1. Promotes awareness of the impacts of child lead poisoning and prevention.
2. Promotes lead testing of children ages zero to six.
3. Directs families to prevention resources and generates leads for City lead hazard control and abatement programs.

Proposals will be based on a not-to-exceed, all-inclusive budget of \$45,000. The marketing campaign can be intermittent or seasonal and shall extend through June 1, 2024.

PROPOSAL SUBMITTAL:

Proposals must be submitted through our secure online portal by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.

TABLE OF CONTENTS

1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM 3

2.0 - GENERAL TERMS AND CONDITIONS (where applicable)5

3.0 - SPECIAL TERMS AND CONDITIONS..... 7

4.0 - SUBMITTAL INFORMATION8

5.0 - SCOPE OF WORK..... 10

6.0 - OFFER AND ACCEPTANCE FORM..... 12

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM..... 13

1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM

1.1 **ISSUING OFFICE:** This RFP is issued for the City of Battle Creek, Michigan (hereinafter referred to as the "City") through the Purchasing Office, which shall be referred to as the "Issuing Office."

1.2 **GENERAL SUBMITTAL INFORMATION:** (See Section 4.0 for detailed information)

- A. Proposals must be submitted in complete original form as **one pdf** submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations OR email purchasing@battlecreekmi.gov for links.
- B. Proposals will be accepted via the method listed until the time and date specified herein. There will be no public reading because this is an RFP, wherein price is only one factor in selection and subject to negotiation. All proposals will be available after contract award, under the FOIA.
- C. Late proposals will not be accepted, and the online system will automatically shut off at exactly the specified time.
- D. All proposals submitted in response to this solicitation shall become the property of the City and be a matter of public record available for review. **Vendors are advised that their proposals are subject to FOIA, and are not confidential and should not be marked as such.** However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
- E. The proposal shall be legally signed on the OFFER TO CONTRACT page and the complete address of the proposer given thereon.
- F. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in proposal prices

1.3 **TENTATIVE SCHEDULE:** The City may deviate from this schedule. The City will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the City's decision. Please do not contact City staff for status updates. Interviews, if necessary, will be scheduled at mutually agreed upon times.

Proposal Reviews:	week of June 7 & 14th
Interviews, if applicable:	week of 14 th or 21 st
Final Decision:	end of June

1.4 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the City, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until the City executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.5 **SPECIAL INFORMATION**

- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who are recorded as having received the RFP. It shall be the proposer's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.6 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,

- B. Unless otherwise required by law, the fees that have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or city staff member or to any competitor; and,
- C. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.7 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

1.8 **DEFINITIONS:**

- A. The "City" – The City of Battle Creek
- B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFP.
- C. "RFP" – This Request for Proposals.

1.9 **INTERVIEWS:** The City may or may not shortlist the proposers based upon responses to the submittal requirements. If necessary, the City shall conduct interviews/demonstrations. However, the City may determine that shortlisting and/or interviews/demonstrations are not necessary.

1.10 **FIRM QUALIFICATIONS:** Experiences with the City and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The City reserves the right to make any such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, proposals shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

1.12 **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Western District of Michigan; or

(ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.

1.13 **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

1.14 **BID PROTEST PROCEDURE:** Protests about the bid procedure must be in writing. This written protest must be received by the City of Battle Creek, located at 10 N. Division, Suite 214, Battle Creek, MI 49014. This written protest must be received by the City no later than ten (10) working days after notification to all bidders of the contract award decision. The City of Battle Creek must issue its written decision no more than ten (10) business days from the day the written protest was received.

If a protester thinks that the City of Battle Creek has not followed these protest procedures, the protester has ten (10) business days from the alleged infraction to file a subsequent protest with the City of Battle Creek City Manager or federal granting agency if applicable.

1.15 **FEDERAL TERMS AND CONDITIONS**

If there are federal terms and conditions attached to this solicitation, they are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail.

2.0 - GENERAL TERMS AND CONDITIONS (where applicable)

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The contractor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other

deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable, contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
- 2.14 RECORD ACCESS:** Contract shall grant access, if requested, by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor that are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.15 RECORD RETENTION:** Contractor shall retain all required records for three years after final payments and all other pending matters are closed.
- 2.16 CLEAN AIR ACT:** Contractor shall comply with all applicable standards, orders, or requirements issued under Clean Air Act (42 U. S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).
- 2.17 ENERGY EFFICIENCY:** Contractor shall maintain mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 2.18 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.
- 2.19 Debarment and Suspension (E.O.s 12549 and 12689)** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.2 CANCELLATION FOR CAUSE (BREACH): The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation under this contract. The City shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- A. Cancel any contract. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- C. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess costs from the contractor by any remedies provided by law.

3.3 CANCELLATION FOR CONVENIENCE: The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.

3.4 PAYMENT: Payment shall be made monthly, upon pre-agreed milestones, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

3.5 INSURANCE:

- a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of his insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.
- b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>		<u>Limits of Liability</u>
Workers' Compensation:		\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury	\$1,000,000 each occurrence
	Property Damage	\$1,000,000 each occurrence
	or Combined Single Limit	\$1,000,000
Automobile Liability:	Bodily Injury	\$ 300,000 each person
	Liability	\$ 500,000 each occurrence
	Property Damage	\$ 500,000
	or Combined Single Limit	\$ 500,000

The City of Battle Creek shall be listed as a certificate holder and as an **additional insured** on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, Purchasing Division Suite 214, 10 N. Division, Battle Creek, Michigan 49016.

4.0 - SUBMITTAL INFORMATION

4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the City in response to this RFP becomes the property of the City and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
 2. Proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the City has determined that no additional clarifications or revisions of offers shall be accepted.
 3. Is an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Requests for clarifications or revisions automatically establish a new 90-day period.
- B. **Proposal Costs:** The City is not liable for any costs incurred by contractors in the development of their proposals.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the Contract Terms or Scope in the RFP. Exceptions shall include, the Offeror's proposed substitute language. If no exceptions are noted in the Offeror's proposal, the City will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Proposals submitted not meeting all requirements may be rejected.

4.2 SUBMITTAL REQUIREMENTS

Submit online your proposal **IN THIS ORDER** in **ONE PDF (please do not upload multiple files):**

A table of contents and page numbers would be appreciated and very helpful

1. Your proposal, organized as requested in section 4.3 on the next page. A table of contents and page numbers would be extremely helpful.
2. **SIGNED** and completed offer section on the Offer and Acceptance Form
3. Completed DBE forms contained in Attachment A

Instructions for online submittal: **DO NOT EMAIL PROPOSALS**

- <http://battlecreekmi.gov/228/Purchasing>
- Follow the link to the VendorRegistry page or email purchasing@battlecreekmi.gov for links.
- Register as a vendor if you have not already
- Navigate to this RFP (name and number on the front page)
- Click on "Submit bid" and follow the instructions
- You may rescind your proposal in the system at any time before the due date/time
- Secure: City staff can see who has submitted, but the system will not allow City staff to see submittal content until after the deadline has passed.
- If you have questions about the process in VendorRegistry, please use their "help" function. They are extremely helpful. City staff can't see what the vendor sees, so we are unable to help.

4.3 EVALUATION CRITERIA:

All proposals received will be evaluated by the City of Battle Creek for selection purposes. The following main categories, listed in relative order of importance, will be considered in selection. The response to this RFP shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below:

A. WORK PLAN

1. Provide a reasonably detailed plan and how you will carry out the tasks and timelines that you will undertake for this work.
2. Explain how each of the objectives and will be reached.
3. The City has a budget of \$45,000 for this marketing plan through 2024. Provide a pricing structure within that budget for your proposed plan that will meet the objectives of the Scope of Work, preferably with milestone or monthly payments. The City will consider various pricing structures, but may ask for revisions or refinements during the review process.

B. WORK HISTORY

1. Describe past experiences developing and implementing marketing campaigns of similar size and scope that used similar tactics.

C. FIRM QUALIFICATIONS

1. Provide references for racial equity work, collaborative initiatives, and facilitation
2. Provide brief overview of your agency and years of experience/in business.

D. PERSONNEL QUALIFICATIONS

1. Provide resumes of key personnel, highlighting any licenses, special training, or certifications
2. Provide a narrative of key personnel's involvement in jobs or projects of similar scope

5.0 - SCOPE OF WORK

5.1 BACKGROUND AND DESCRIPTION OF WORK TO BE PERFORMED

In the fall of 2020, the City of Battle Creek was awarded a Lead Hazard Control grant by the U.S. Department of Housing and Urban Development (HUD) to create a Lead Hazard Remediation and Control program. This program is funded at \$3.4 million over 42 months (starting January 4, 2021) and is expected to complete 115 lead remediation projects throughout Calhoun County; provide training and education about lead remediation to local area contractors, property owners, and housing officials; increase public awareness about the dangers of lead poisoning; and promote lead testing of children ages zero to six.

This Request for Proposals (RFP) is being issued by the City of Battle Creek Community Development Division to develop and implement a lead awareness marketing campaign that supports the outcomes of the City's program and all marketing services will be paid with funds from the grant.

These efforts support the goals of the *Get the Lead Out: A Plan of Action for Lead Poisoning Prevention & Remediation in Calhoun County, Michigan* report published by the Calhoun County Lead Poisoning Prevention Task Force in October 2016 (available at: www.battlecreekmi.gov/186). The task force is comprised of officials from local governments, health agencies, and the non-profit housing and education sectors. The task force focus areas include:

- 1) Increase lead testing and reporting of testing in children in Calhoun County
- 2) Increase lead awareness and public education about the threats of lead poisoning in children
- 3) Expand the resources for remediating lead in homes and the environment.

A sub-committee of the Lead Task Force will be created to serve as a resource and steering group for the public awareness campaign.

In order to increase lead poisoning awareness, successful contractor shall develop a public awareness campaign to reach Calhoun County parents and families with children under age six. Campaign development shall provide for message continuity when reaching various populations. The campaign may include direct mailing, public service announcements, advertising, social media marketing, health fair presence, and lead awareness activities in October aligned with Lead Poisoning Prevention Week.

Children under the age of six living in housing built before 1978--when the federal government banned lead in paint--are the most at risk for lead poisoning. They are most at risk because the blood-brain barrier in children under age six is not yet complete, so young children are susceptible to lead entering their central nervous system quickly. Children under the age of 6 years old tend to put their hands on objects, which may be contaminated with lead dust, and into their mouths which places them at high-risk for lead poisoning. Lead poisoned children are at an

increased risk of lower IQs and behavioral problems similar to Attention Deficit/Hyperactivity Disorder (ADHD).

Lead poisoning effects children of all income levels. The goal is to create broad public understanding of the risks of lead for children under age six living in older homes, especially when the family is doing home renovations. A public awareness campaign will encourage more families to seek blood testing for their children and be more willing to receive a home visit from a nurse practitioner if a child tests positive for lead blood poisoning.

The City's HUD funded Lead Hazard Control program will be offered county-wide through a partnership with a Lead Task Force partner agency, Neighborhoods Inc. of Battle Creek (NIBC). Lead remediation work will start with projects located in Battle Creek in 2021 and expand to include all parts of the county in 2022. All families seeking resources, regardless of where in the county they live, will contact the City to apply, but lead abatement activities in the balance of the county will be conducted by NIBC.

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CITY OF BATTLE CREEK: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated in this contract, and agree that this document will constitute the contract if accepted by the City.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract. Warranty, where applicable: Contractor shall remove and replace at no additional cost to the City any defects in workmanship or materials that may be apparent or may develop within a period of one (1) year from the date of final acceptance.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s): _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Company Name

Address

City

State

Zip

Signature of Person Authorized to Sign

Printed Name

Title

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

Email: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2021-051R. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

City Manager

Date

Witness Signature

APPROVED AS TO FORM BY:

City Attorney

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? ____YES ____NO

Is your firm a WBE (at least 51% woman ownership)? ____YES ____NO

Are you subcontracting any part of this project? ____YES ____NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

III. DBE RECRUITMENT ACTIVITY LOG: List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM <i>APPROACHED</i> , BUT NOT USED ON THIS PROJECT	City/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____