



HOUSING AUTHORITY of the CITY OF EUREKA
Request for Proposal (RFP)
February 14, 2024
LEAD PAINT TESTING SERVICES

The Housing Authority of the City of Eureka (HACE) is requesting proposals from interested licensed lead-based paint testing service providers. HACE consists of 198 units funded and administered by the U.S. Department of Housing and Urban Development. 60 of these units built before 1978 require lead-based paint testing. Said testing must be performed in accordance with 24 CFR 35, HUD's Lead Safe Housing Rule, and its Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. The RFP will be available upon request by emailing Heather Humphreys at heatherh@eurekahumboldtha.org.

HACE locations to be tested include:

1962 Construction:

- 10 Units at Prospect Street (3213, 3221, & 3229)
- 16 units at C & Clark Streets
- 13 units bordering Buhne/Union/Summer Streets
- 12 units at 2218 Spring, 2230 Spring, and 2229 Garland Streets
- 5 units at 1335 B Street
- 4 units at 2523 Albee Street

All properties are located in Eureka, CA 95501.
These properties to be inspected are occupied.

SCOPE OF SERVICES

1. To conduct lead-based paint testing of the public housing units in accordance with 24 CFR 35, HUD's Lead Safe Housing Rule, and its Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
2. Should lead-based paint be detected, conduct a lead-based paint risk assessment.
3. Provide the PHA with complete inspection and assessment report.
4. Final report may be provided in the form of a PDF.

REGULATORY STANDARDS TO BE MET IN PROVIDING SERVICES

1. HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing
2. California Health and Safety Code and State Housing law
3. Environmental Protection Agency (EPA) regulations
4. HUD regulations
5. Occupational Safety and Health Administration (OSHA) Regulations
6. Nuclear Regulatory Commission (XRF radiation sources)

PROPOSAL CONTENT

1. Submittal must include a proposed contract specifying:
 - a. How the testing will be completed and how many units will be tested
 - b. Availability and proposed turn-around time (timeliness is important; recommended: two weeks from award of contract)
 - c. Base bid for Lead Based Paint testing
 - d. Alternative bid for Risk Assessment if unabated/non-encapsulated lead paint is found
2. Submittal must include the following:
 - a. Sample inspection and risk assessment reports.
 - b. Certification and licensing verification documentation.
 - c. Proposed staffing.
 - d. List of similar experience with comparable housing.
 - e. Proof of Insurance (Errors and Omissions, Liability, Workman's Compensation, Auto).
 - f. Non-Collusive Bidding Certification. This document is attached to the RFP and must be read and signed, acknowledging that the responder has read and understands the document and certifying its content.
 - g. HUD 5369B "Instructions of Offerors Non-Construction" – This document is attached to the RFP and must be read and signed, acknowledging that the responder has read and understands the document.

CONDITIONS

All Consultants must adhere to the following conditions:

- All proposals in response to this RFP are to be the sole property of the PHA. Consultants are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.
- The PHA may amend the terms or cancel this RFP any time prior to the execution of a contract for these services if the PHA deems it to be necessary, appropriate or otherwise in the best interests of the PHA.
- The Consultant represents and warrants that the proposal is not made in connection with any other Consultant and is in all respects fair and without collusion or fraud.
- All responses to the RFP must conform to instructions. Failure to comply with any requirement of this RFP may be considered appropriate cause for rejection of the response.
- The contract document will represent the entire agreement between the Consultant and PHA and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The PHA shall assume no liability for payment of services under the terms of the contract until the successful Consultant is notified that the contract has been accepted and approved. The contract may be amended only by means of a written instrument signed by the PHA and the Consultant.

AUTHORITY'S RESERVATION OF RIGHTS

- The housing authority reserves the right to reject any or all proposals, to waive any formality in the RFP process, or to terminate the RFP process at any time, if deemed by the housing authority to be in its best interest.
- The housing authority reserves the right to not award a contract pursuant to this RFP.

- The housing authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful responder and this reservation shall be noted in the contract.
- The housing authority reserves the right to reject or not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or not-requested services.
- The housing authority shall have no obligation to compensate a responder for any costs incurred in responding to this RFP.

RANKING OF SELECTION CRITERIA

The Housing Authority will use a ranking system in evaluating responses. The following selection criteria will be used to score and rank responses:

Selection Criteria Description	Fair	Good	Excellent
1. Verifiable and successful experience in performing lead-based paint testing, risk assessment and abatement.	5	10	20
2. Capability to provide professional services in a timely manner.	5	10	20
3. Cost of services	5	10	20
4. Professional competence and experience with HUD rules, regulations and projects pertaining to Public Housing administration.	10	20	30
5. Knowledge of municipal building codes.	3	5	10
6. Proposed approach.	5	10	20
Total possible points	120		

All responses should directly address each specific selection criteria under specific headings. Responders must provide one original printed proposal, or submit documents in the form of a PDF, of all required information in a submission marked or email with subject “HACE/Lead Paint Testing RFP”. Responses must be received by the Housing Authority Office no later than 3:00 pm, Thursday, March 7, 2024, and shall be addressed to:

Housing Authority of the City of Eureka
 Attn: Heather Humphreys
 735 West Everding Street
 Eureka, CA 95503

Or via email to heatherh@eurekahumboldtha.org



The Housing Authorities are Equal Housing Opportunity Organizations



REFERENCES

HUD Chapter 7 Lead-based paint compliant inspection guidance and sample forms
<https://www.hud.gov/sites/documents/LBPH09.PDF>

HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing
https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Form 5369B
<https://www.hud.gov/sites/documents/5369-B.PDF>

Housing Authority units, Property 25-2 (1962 construction)

Ppty	Unit	Address	Type	Unit Type	Sqft	# BR	Year Built
252	3032	3213 PROSPECT STREET #A	fourplex	twmph	1,095	3	1962
252	2033	3213 PROSPECT STREET #B	fourplex	twmph	1,095	3	1962
252	2034	3213 PROSPECT STREET #C	fourplex	twmph	1,272	4	1962
252	2035	3213 PROSPECT STREET #D	fourplex	twmph	1,272	4	1962
252	2036	3221 PROSPECT STREET #A	Duplex	twmph	1,095	3	1962
252	2037	3221 PROSPECT STREET #B	Duplex	twmph	1,095	3	1962
252	2038	3229 PROSPECT STREET #A	fourplex	twmph	1,272	4	1962
252	2039	3229 PROSPECT STREET #B	fourplex	twmph	1,272	4	1962
252	2040	3229 PROSPECT STREET #C	fourplex	twmph	896	2	1962
252	2041	3229 PROSPECT STREET #D	fourplex	twmph	896	2	1962
252	2013	1109 C STREET #A	Duplex	flat	600	1	1962
252	2014	1109 C STREET #B	Duplex	flat	600	1	1962
252	2015	1115 C STREET #A	Duplex	hdc	600	1	1962
252	2016	1115 C STREET #B	Duplex	flat	600	1	1962
252	2017	1123 C STREET #A	Duplex	hdc	600	1	1962
252	2018	1123 C STREET #B	Duplex	flat	600	1	1962
252	2019	1127 C STREET #A	Duplex	flat	600	1	1962
252	2020	1127 C STREET #B	Duplex	hdc	600	1	1962
252	2025	216 CLARK STREET #A	Duplex	flat	600	1	1962
252	2026	216 CLARK STREET #B	Duplex	flat	600	1	1962
252	2027	224 CLARK STREET #A	Duplex	twmph	896	2	1962
252	2028	224 CLARK STREET #B	Duplex	twmph	896	2	1962
252	2021	1137 C STREET #A	fourplex	twmph	896	2	1962
252	2022	1137 C STREET #B	fourplex	twmph	896	2	1962
252	2023	1137 C STREET #C	fourplex	twmph	896	2	1962
252	2024	1137 C STREET #D	fourplex	twmph	896	2	1962
252	2010	316 W. BUHNE STREET #A	triplex	twmph	896	2	1962
252	2011	316 W. BUHNE STREET #B	triplex	twmph	896	2	1962
252	2012	316 W. BUHNE STREET #C	triplex	twmph	896	2	1962
252	2051	2320 SUMMER STREET #A	fourplex	twmph	896	2	1962
252	2052	2320 SUMMER STREET #B	fourplex	twmph	896	2	1962
252	2053	2320 SUMMER STREET #C	fourplex	twmph	896	2	1962
252	2054	2320 SUMMER STREET #D	fourplex	twmph	896	2	1962
252	2055	2315 Union STREET #A	fourplex	twmph	1,095	3	1962
252	2056	2315 Union STREET #B	fourplex	twmph	1,095	3	1962
252	2057	2315 Union STREET #C	fourplex	twmph	1,095	3	1962
252	2058	2315 Union STREET #D	fourplex	twmph	896	2	1962
252	2059	2327 Union STREET #A	Duplex	twmph	896	2	1962
252	2060	2327 Union STREET #B	Duplex	twmph	896	2	1962
252	2042	2218 SPRING STREET #A	fourplex	twmph	1,095	3	1962
252	2043	2218 SPRING STREET #B	fourplex	twmph	896	2	1962
252	2044	2218 SPRING STREET #C	fourplex	twmph	896	2	1962
252	2045	2218 SPRING STREET #D	fourplex	twmph	1,095	3	1962
252	2046	2230 SPRING STREET #A	five-plex	twmph	1,095	3	1962
252	2047	2230 SPRING STREET #B	five-plex	twmph	1,095	3	1962
252	2048	2230 SPRING STREET #C	five-plex	twmph	1,095	3	1962
252	2049	2230 SPRING STREET #D	five-plex	twmph	1,095	3	1962
252	2050	2230 SPRING STREET #E	five-plex	twmph	1,095	3	1962
252	2029	2229 GARLAND STREET #A	triplex	twmph	896	2	1962
252	2030	2229 GARLAND STREET #B	triplex	twmph	896	2	1962
252	2031	2229 GARLAND STREET #C	triplex	twmph	896	2	1962
252	2005	1335 B STREET #A	five-plex	twmph	1,095	3	1962
252	2006	1335 B STREET #B	five-plex	twmph	896	2	1962
252	2007	1335 B STREET #C	five-plex	twmph	896	2	1962
252	2008	1335 B STREET #D	five-plex	twmph	896	2	1962
252	2009	1335 B STREET #E	five-plex	twmph	1,095	3	1962
252	2001	2523 ALBEE STREET #A	fourplex	twmph	1,095	3	1962
252	2002	2523 ALBEE STREET #B	fourplex	twmph	1,095	3	1962
252	2003	2523 ALBEE STREET #C	fourplex	twmph	896	2	1962
252	2004	2523 ALBEE STREET #D	fourplex	twmph	896	2	1962

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of California,

this ___ day of _____, 20___ as the act and deed of said corporation or partnership.

Signature: _____	Signature _____
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Legal name of person, firm or corporation	Legal name of person, firm or corporation
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By _____ (Printed Name)	By _____ (Printed Name)
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_____ Title	_____ Title
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_____ Street Address	_____ Street Address
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_____ City and State	_____ City and State
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Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

ACKNOWLEDGEMENT

AUTHORIZED SIGNATURE: _____

BUSINESS NAME: _____

BY: _____

DATE: _____