



## REQUEST FOR BIDS

Issued by:

Public Housing Agency of the City of St. Paul  
555 N. Wabasha Street, Suite 300  
St. Paul, MN 55102

**Lead-Based Paint  
Clearance Testing Services  
For St. Paul Public Housing Agency**

Attn: Nicholas Lozinski, 651-298-5083  
HCV Programs Manager  
nicholas.lozinski@stpha.org

**Contract No. 25-035**

### REQUEST FOR BIDS:

**DATE ISSUED: May 17, 2024**

The PHA requests bids to furnish all supervision, labor, materials, equipment, and insurance necessary to conduct lead-based paint clearance testing of rental units within the city limits of Saint Paul. The clearance testing is required to determine whether lead-based paint has been safely removed or abated so that dwelling units are eligible to receive a rent subsidy under the Section 8 Housing Choice Voucher rental assistance program.

Please respond by submitting written bids to the address shown above no later than the end of business **May 31, 2024**. Bids may be delivered to the above address, emailed, or sent via US Mail. If bids are submitted by mail, the bidder is responsible for ensuring receipt prior to the specified time for receiving bids.

- A. The contract could remain in effect for up to three (3) years with the option to extend by one year for a maximum of two additional years or until \$49,999.00 is expended, whichever occurs first. The work will begin on, or as soon after that date as the contract can be executed.
- B. Each clearance test must include the following:
  1. A visual assessment of the area(s) where lead-based paint has been removed or abated.
  2. 6-8 dust wipes.
  3. Lab processing of dust wipes.
  4. One copy of the clearance report, sent via e-mail.
- C. The PHA will initiate and authorize every clearance request by providing a fully executed PHA Clearance Request Form to the contractor via e-mail authorizing the test. Upon completion of the process and receipt of the final invoice and clearance report, the PHA will issue payment.
- D. The contractor's responsibilities under this contract include the following, for each clearance test:
  1. Provide one or more certified Lead Risk Assessors to accomplish the work; and
  2. Respond to an owner request for Lead-Based Clearance (when already authorized by the PHA) within 2 working days, and promptly schedule the Lead-Based Clearance Test; and
  3. Provide a copy of the written Clearance Report in accordance with 24 CFR 35.1340 for all passed or failed inspections to the PHA via e-mail within five (5) working days; and
  4. Provide an invoice for the work completed to the PHA within thirty (30) calendar days of the completed clearance test cycle.

**E. BID PREPARATION AND SUBMISSION**

To be considered for award of this contract, please submit a bid containing, at a minimum, all of the following items 1-7:

1. Company overview, professional experience, and certification(s) relevant to lead-based paint clearance testing.
  - a. Years of company experience
  - b. Type of clients served.
2. Description of credentials and experience of each Lead Risk Assessor who would perform the clearance testing.
3. A list of at least three (3) current customers including names and contact information for checking references.
4. A completed Employer Information Report, EEO-1. Include a statement addressing the firm's status as a minority-owned or women-owned business enterprise (MBE or WBE), or a business owned by persons with disabilities (DBE).
5. Unit costs, for year one of the contract, to provide the following lead-based paint clearance testing services:
  - a. Cost per initial clearance test
  - b. Cost for additional dust wipes (if more than 8)
  - c. Cost per follow up test if the property does not pass the initial clearance test.Bidders may submit separate costs for the second and third years of the contract, before the start of those respective years, showing no more than a 2.5% annual increase in costs.
6. A certification that the bidder is not engaged in the business of removing or abating of lead-based paint within the City of St. Paul.
7. Responder will be required to meet St. Paul PHA insurance requirements which are listed below. Please provide a certificate of insurance as proof.

**General Liability Coverage Minimums:**

- a. Bodily Injury: \$1,500,000 each occurrence; \$1,500,000 aggregate
- b. Personal Injury: \$1,500,000 aggregate
- c. Property Damage: \$500,000 each occurrence; \$500,000 aggregate; **OR** Combined Single Limits: \$1,500,000 each occurrence; \$1,500,000 aggregate

**F. SELECTION CRITERIA**

The PHA will award the contract to the qualified, responsible bidder who submits the lowest responsive bid. The PHA reserves the right to reject any or all bids. The low bidder will be determined by the following formula:

$$\begin{array}{r} 10 \times (\text{Cost per initial clearance test}) \\ + 2 \times (\text{Cost for additional dust wipes, if more than 8}) \\ + 6 \times (\text{Cost per follow up test}) \\ \hline = \text{TOTAL BID} \end{array}$$

The PHA will use its best efforts to meet its goals regarding contracting with business enterprises owned by members of HUD-defined minority groups, women, and persons with disabilities (MBE's, WBE's and DBE's).

If there are any questions, please call Nicholas Lozinski at 651-298-5083 or [nicholas.lozinski@stpha.org](mailto:nicholas.lozinski@stpha.org).

Attachments: Employer Information Report, Form EEO –1, Sample Agreement

**Lead-Based Paint Clearance Testing Agreement**  
**between**  
**XYZ**  
**and**  
**Public Housing Agency of the City of Saint Paul**

This Lead-Based Paint Clearance Testing Agreement (“Agreement”) is made effective on mm/dd/yy (“Effective Date”), by and between XYZ (“Contractor”), and the Public Housing Agency of the City of Saint Paul (“PHA”), a public body corporate and politic whose main office is located at 555 N. Wabasha Street, Suite 400; Saint Paul, MN 55102.

The PHA and Contractor do mutually agree to the terms and conditions of this Agreement as follows:

**1. PURPOSE**

The purpose of this Agreement is to establish the terms under which Contractor shall provide lead-based paint clearance testing services for the PHA at the various rental properties participating with the Section 8 rental assistance program within the city limits of Saint Paul.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor shall perform clearance testing services for the PHA as specified in its bid documents and the PHA’s solicitation for bids, which are hereby incorporated by reference. In addition to requirements outlined in the bid documents, Contractor shall abide by the following requirements:

- A. For each clearance test, Contractor shall:
  - 1) Provide one or more state-licensed Lead Risk Assessors to accomplish the work;
  - 2) Respond to an owner request for Lead-Based Clearance (when already authorized by the PHA) within two (2) working days, and promptly schedule the Lead-Based Clearance Test;
  - 3) Provide a copy of the written Clearance Report in accordance of 24 C.F.R. § 35.1340 for all passed or failed inspections to the PHA via e-mail within five (5) working days; and
  - 4) Provide an invoice for the work completed to the PHA within thirty (30) calendar days of the completed clearance test cycle.
  
- B. Each clearance test must include the following:
  - 1) A visual assessment of the area(s) where lead-based paint has been removed or abated
  - 2) 6-8 dust wipes and/or soil samples
  - 3) Lab processing of dust wipes/soil samples, and
  - 4) One copy of the clearance report, sent via e-mail.
  
- C. Each clearance test will initiate with a “Clearance Request” form emailed to the Contractor

by the PHA. The form will include the unit address, the owner contact information, and tenant contact information (if available). The PHA reserves the right to be present any and all clearance tests.

**3. FEE FOR SERVICES**

As compensation for providing the services required herein, the PHA shall pay Contractor as follows:

<b>Type</b>	<b>Cost</b>	<b>Notes</b>
Initial Clearance Testing	\$X	Includes 6-8 dust wipes and/or soil samples
Additional Dust Wipes/Soil Samples Taken During Initial Test	\$X	
Follow-Up Testing if Property Does Not Pass Initial Test	\$X	Flat fee; not dependent on the number of dust wipes or soil samples

The PHA will issue payment within thirty (30) working days of receiving each invoice from Contractor.

The total amount paid under this Agreement shall not exceed \$X. This Agreement shall terminate automatically on the expiration date or when \$X has been expended, whichever occurs first. No work or payment is authorized after the Agreement is terminated.

**4. TERM AND TERMINATION**

This Agreement will begin on mm/dd/yy, and shall terminate on mm/dd/yy, or when \$X has been expended, whichever occurs first. If the Agreement expires prior to the dollar amount maximum being expended, the Agreement may be extended by mutual agreement of the parties up to an additional two years. In the event of an extension, no work or payment is authorized before the extension is formally approved by both parties, and the extended Agreement shall still terminate automatically when the original \$X is expended.

The PHA may terminate this Agreement at any time and for any reason by providing thirty (30) days written notice of the termination to Contractor. Upon receipt of such notice, Contractor shall (a) immediately discontinue all services affected (unless notice directs otherwise), (b) not initiate any new work or services that may extend beyond the termination date, and (c) deliver to the PHA all data collected and analysis and reports and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

In the event of termination, compensation for services rendered and costs incurred shall be actual payments authorized and due for services through the effective date of termination as stipulated in this Agreement. Contractor shall be responsible for discontinuing all work under this Agreement by or before the date this Agreement is terminated. The PHA shall not be responsible

for compensating Contractor for any new or pending work completed after the termination date of this Agreement.

**5. INSURANCE**

Contractor shall, during the term of this Agreement, carry with it commercial general liability insurance through a recognized liability insurance carrier protecting the PHA and Contractor from claims of others which may arise by reason of any accident resulting in death or of injury to any person or damage to property, which occurs as a result of Contractor's performance of its responsibilities pursuant to this Agreement. That insurance shall have limits of liability of no less than the limits set forth in Minnesota Statutes, Section 466.04. Contractor shall, within fifteen calendar days of the date of execution of this Agreement, furnish the PHA with a Certificate of Insurance evidencing the existence of such a policy and showing the PHA as an additional insured.

**6. INDEMNIFICATION**

Each party shall be responsible for its own acts and omissions, subject to liability limits set forth in Minnesota Statutes.

**7. DATA PRIVACY**

All data created, collected, received, stored, used, maintained, or disseminated in connection with the services provided under this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.01 et seq., or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The PHA and Contractor shall comply with these statutes, rules, and regulations at all times during the term of this Agreement.

**8. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to create or establish the relationship of employer/employee, or copartners, or joint venturers between the parties. Contractor is an independent agency and solely responsible for payment of all applicable unemployment insurance premiums, FICA, retirement, life and medical insurance, workers' compensation insurance premiums and income tax withholdings, for itself and its employees, if any.

**9. ASSIGNMENT**

Neither party may assign this Agreement or any of its provisions without the prior written consent of the other party.

**10. CHANGES**

No changes may be made in the terms or conditions of this Agreement, except by the mutual written consent of the parties hereto.

**11. NOTICES**

Any notices to terminate under this Agreement will be delivered via certified or overnight mail, with proof of delivery, to the parties at the following addresses, or such other address as stated by the party via notice pursuant to this section:

If to the PHA:  
555 N. Wabasha St., Ste. 300  
Saint Paul, MN 55102  
Attn: Corina Serrano

If to Contractor:  
Street Address  
City, State, Zip  
Attn: Name, Name

IN WITNESS WHEREOF, the parties by their duly authorized representative have entered into this Agreement as of the date first written:

**XYZ (Contract Name)**

By: \_\_\_\_\_  
(Name) Consultant/Owner Date

**PUBLIC HOUSING AGENCY OF THE CITY OF ST. PAUL**

By: \_\_\_\_\_  
Timothy Braun, Procurement Manager Date

By: \_\_\_\_\_  
Corina Serrano, HCV Programs Director Date

**EQUAL EMPLOYMENT OPPORTUNITY  
Employer Information Report**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 City: \_\_\_\_\_ Fax #: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fed. Tax ID #: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Company Owner\* Information:**

Category:

- 1  White Non-Hispanic
- 2  Black Non-Hispanic
- 3  American Indian
- 4  Hispanic
- 5  Asian/Pacific Islander
- 7  Female
- 8  Disabled

Native Origins in:

- Europe, North America, or the Mid-East
- Any Black racial group in Africa
- North America, and maintain cultural identification through tribal affiliation or community recognition, not including Eskimos or Aleuts.
- Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish origin, culture, or descent, regardless of race.
- Far East, Southeast Asia, the Indian Subcontinent, Pacific Islands

\* Owner is defined as: one who owns and controls at least 51% of the business, and is involved with the daily operation and management of the business.

**Company Employee Information:**

Report the number of all employees - permanent, part-time, apprentices

Occupation Category	White Non-Hispanic		Black Non-Hispanic		American Indian		Hispanic		Asian/Pacific American		Disabled		Totals		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	All
Officials & Managers															
Professionals															
Technicians															
Sales Workers															
Office & Clerical															
Craftsmen (Skilled)															
Operatives (Unskilled)															
Laborers (Unskilled)															
Service Workers															
<b>Totals</b>															

On-the-Job Trainees* (White collar)															
On-the-Job Trainees* (Production)															

\* Report only employees enrolled in formal on-the-job training programs. This information shall also be included in the counts for the appropriate category above.

\_\_\_\_\_  
Equal Employment Opportunity Officer (Print Name)

\_\_\_\_\_  
Equal Employment Opportunity Officer (Signature)