

REQUEST FOR APPLICATIONS

SALT LAKE COUNTY



LEAD SAFE SALT LAKE PROGRAM

LEAD BASED PAINT RISK ASSESSMENTS AND CLEARANCE TESTING

Date of Issue: February 21, 2024

Division of Housing and Community Development
Office of Regional Development

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Part 1: Overview and Instructions

1.1 Purpose of the Request for Applications (RFA)

Salt Lake County, on behalf of the Office of Regional Development and the Division of Housing and Community Development (“County”) is soliciting applications from qualified firms Applicant(s)/Consultant(s) (“Applicant”/“Consultant”) to provide services for completing EPA risk assessments and clearance testing for lead based paint housing unit projects in Salt Lake County. County will establish a pool of consultants who will be asked to provide services based on project availability.

1.2 Deadline for Application Submission

All applications must be submitted through Smartsheet before **3:00 PM MST on Wednesday, March 13, 2024.** No applications will be accepted after the closing date and time.

1.3 Projected Schedule for the RFA Process

County reserves the right to modify the following schedule at its discretion:

<u>Activity</u>	<u>Date</u>
Pre-Application Conference	February 28, 2024
Final day to submit questions	March 6, 2024
Application Due Date	March 13, 2024
Committee Meeting	March 19, 2024
Anticipated Notice to Proceed	March 26, 2024

1.4 Pre-Application Conference

Interested Applicants are invited to attend a pre-application conference virtually to discuss the project and to ask questions about this RFA. It will be held on **Wednesday, February 21, at 9:30 am.**

To pre-register for the pre-application conference, please click here [register here](#)

If you are unable to attend the pre-application conference, the session will be recorded and posted on the Salt Lake County’s Housing and Community Development Lead RFA website. See link below.

<https://slco.org/regional-development/housing-community-development/Housing-TrustFund/Lead-Hazard-grant/>

1.5 Question Submission

Questions may be submitted until the question submission deadline of March 6 by 3:00 pm MST. Please submit questions through Smartsheet. See link below.

<https://app.smartsheet.com/b/form/ddd6934a4ddf4fa0bc8fd43514d49319>

All answers to the questions will be posted on Salt Lake County's Housing and Community Development Lead RFA website for anyone to view. **Do not contact County officers, employees, or selection committee members.**

<https://slco.org/regional-development/housing-community-development/Housing-TrustFund/Lead-Hazard-grant/>

Part 2: Scope of Work and Requirements

2.1 Background

Salt Lake County is the recipient of lead-based paint hazard control funds. These funds will be provided to low to moderate income households to control the lead-based paint hazards found in their homes. Consultants selected will assist County by completing lead screening, risk assessments management of projects, monitoring of projects, and clearance testing of homes.

The estimated funding allocated to this RFA is approximately three hundred forty thousand dollars (\$340,000.00) over a 48-month period.

- Risk Assessments - \$208,000.00 (320 assessments)
- Clearance Tests and Reports - \$132,000.00 (240 reports)

The funding amount is subject to change annually.

2.2 Scope of Work and Tasks to be Completed

Minimum Requirements

- A. Applicants must comply with all Occupational Safety & Health Administration ("OSHA") and Resource Conservation & Recovery Act ("RCRA") regulations.
- B. Awarded Applicants must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll-free at (877) 526-3994, or by accessing: www.commerce.utah.gov.
- B. Awarded Applicants must provide a Unique Entity Identifier (UEI) obtained through SAM.gov.

Scope of Work and Tasks Completed

The Risk Assessment and Clearance tests must conform to EPA and the state of Utah Office of Lead based paint requirements:

Risk Assessment: An on-site investigation to determine the presence, type, severity, and location of lead-based paint hazards (including lead hazards in paint, dust, and soil) and provides suggested ways to control them. Risk assessments can be performed legally only by certified risk assessors. Lead-based paint risk assessments are particularly helpful in determining sources of current exposure and in designing possible solutions.

You can also have a combined inspection and risk assessment.

The Risk Assessment Report will identify the location and level of the lead-based paint hazards and will make recommendations on the type of treatment (interim controls, abatement, or both) that will be necessary to control the hazards. The Risk Assessment report will make recommendations on the use of abatement and interim controls. Applicants will have three (3) days to schedule a site visit. Methods of testing will include: Measurements by XRF (both direct read and spectrum analyzer), paint chip collection and confirmation testing for any inconclusive XRF readings, and dust wipe and soil sampling. XRF testing will include a surface-by-surface XRF inspection to verify the presence of lead paint and lead hazards. In all testing, current EPA/HUD standards of 1.0mg/cm² (or 0.5% by weight) will be used to identify the presence of lead. Property owners will receive a full report of risk assessment findings within ten (10) days, accompanied by a cover letter and Title X information. The letter will state the owner's obligation to comply with regulations including the Lead Disclosure and Lead Safe Housing Rules and EPA RRP Rule.

Clearance report: Properties must pass lead dust clearance standards of 10ug/ft² for floors, 100 ug/ft² for windowsills, and 400 ug/ft² for window wells. Soil will be cleared at 1200 ppm for bare soil, and 400 ppm in play areas. All lead dust samples collected by inspectors will be analyzed by NLLAP approved laboratories submitted by testing firms under contract and approved for use by County RFP process.

2.3 Length of Agreement

The contracts resulting from this solicitation will become effective on the date of execution for a three-year term. The maximum term will end September 9, 2027.

The contract between County and Contractor can be terminated at any time based on provisions outlined in the Contractor Agreement (Attachment C, hereinafter "Contractor Agreement").

2.4 Payment

Consultant will bill/invoice County at least monthly through Smartsheet and will specify services performed and the associated costs for each property owner. County will remit payment within thirty (30) days after receipt of an approved invoice.

2.5 Insurance Requirements

Insurance will be required for the amounts listed below. Please refer to the attached example Contractor Agreement for information concerning insurance requirements.

A. Workers' compensation and employer's liability insurance as required by the State of Utah.

B. Commercial general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a two million dollars (\$2,000,000.00) general policy aggregate with Salt Lake County named as additional insured.

C. Professional liability insurance may be required – depending on the type of services being provided. Professional liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence with a one million dollars (\$1,000,000.00) annual policy aggregate limit.

D. Commercial automobile liability insurance that provides coverage in the minimum amount of one million dollars (\$1,000,000.00) per occurrence.

2.6 Application Format / Submission Requirements

All applications should be submitted through Smartsheet.

[RFA LBP Risk Assessment and Clearance Testing Application](#)

Part 3: Response Evaluation and Notice to Applicants

3.1 Application Narrative

Be sure to answer all questions and provide all information. Applicants are encouraged to keep their application concise and explicit, based on required word limits per question.

Required attachments should be titled accurately and uploaded into Smartsheet. Required attachments do not count against the maximum word counts described below. Please do not attach any additional attachments beyond those required.

Applicant Information: This is the information of the person who should be contacted concerning the application. Provide business name, contact name and email address.

Business Information: Provide the legal name of the business and the address associated with the business. The CEO/Executive Director will be the person who will sign the contract with Salt Lake County and receive funds from Salt Lake County if accepted into the Risk Assessment consultant pool. Provide unique entity identifier (“UEI”).

Question 1: Business History

Limit: 600 words.

Provide a summary of your business. Please include the following in your response:

- a. Number of years in business.
- b. Summary of your qualifications.
- c. Types of projects you have completed.

Question 2: Experience in Risk Assessments and Clearance Testing

Limit: 750 words.

Provide a list of certifications and training. Please include the following in your response:

- a. references two (2) from past consultation work.

Question 3: Capacity for Future Work

Limit: 600 words

What is the capacity of your business? Please include the following in your response:

- a. What percent of the work your staff will complete;
- b. What percent of the work you will subcontract out; and
- c. The number of risk assessments and clearance reports your business anticipates being able to complete within a twelve (12) month period.

Question 4: Staff Expertise

Limit: 800 words

Provide a list of staff and their expertise. Please include the following in your response:

- a. Names of staff;
- b. Current positions;
- c. Years of experience;
- d. Types of expertise;
- e. Describe how staff complies with all Occupational Safety & Health Administration (“OSHA”); and
- f. Describe how staff complies with Resource Conservation & Recovery Act (“RCRA”) regulations.

Application Checklist

1. Summary – Contractor Information
2. Application Narrative

- a. Question 1: Business History.
 - b. Question 2: Experience.
 - c. Question 3: Capacity.
 - d. Question 4: Staff Expertise.
3. Required Attachments
- a. Copy of Verification of Registration with Utah Department of Environmental Quality;
 - b. Copy of Liability Insurance;
 - c. Worker's Compensation Insurance; and
 - d. Copy of Utah Certified LBP Firm Certificate.

3.2 Evaluation and Scoring Criteria

The application will be evaluated and scored by a Selection Committee. Committee members individually score the applications. Each member of the committee will be provided a score sheet to complete the application evaluation using the point system listed below:

Excellent (5): If the application exceeds expectations, with an excellent probability of success in achieving all requirements of the RFA, and is very detailed in providing innovative ideas, new concepts, or optional features applicable to the project; a score of "5" is given.

Good (4): If the application has a very good probability of success, achieves all requirements of the RFA reasonably, and provides some innovative ideas, new concepts, or optional features applicable to the project; a score of "4" is given.

Acceptable (3): If the application has a reasonable probability of success but falls short of some of the requirements of the RFA, and lacks innovative ideas, new concepts, or optional features applicable to the project; a score of "3" is given.

Poor (1-2): If the application falls short of expectations of the RFA and has a low probability of success; a score of "1-2" is given.

Unacceptable: If the application completely fails the requirements of the RFA; a score of "0" is given.

A. Application Evaluation

The applications will be evaluated and scored by the Selection Committee. Applicant must reach an average score of three (3) or above in each category to be accepted into the contractor pool.

50% Experience: Question 1 & Question 2.

50% Capacity: Question 3 & Question 4.

B. Interview, Demonstration, and Site Visit.

The Selection Committee may invite Applicants for an interview, demonstration, or conduct a site visit. The purpose is to provide clarification and verification of

the written application. The Selection Committee may re-score the application after the interview, demonstration, or site visit.

C. Recommended Award

Applicants will be recommended into the contractor pool based on Applicants meeting the minimum requirements and scores.

D. Debrief Meetings

Debrief meetings with the Selection Committee members will not be allowed, however, an Applicant may discuss the RFA process with the chair/facilitator of the committee at any time.

3.3 Written Agreement Required

When awarded a bid for a project, the selected Applicant must agree to all requirements in the RFA scope of work. Additionally, a Project Statement of Work will be developed and attached to the agreement.

The selected Applicant must also be willing to enter into a written agreement with County and agree to all the terms outlined in the Example RFA Contractor Agreement, attached to this RFA.

If you wish to request alterations to the RFA, including any of the terms of the Example RFA Contractor Agreement, or any of the exhibits, attachments, or addenda, the alterations must be specifically identified in your application with reasonable alternatives presented. Any such exceptions must be submitted in a separate sealed envelope and marked as “Requested Alterations.” Only those alterations so specified will be available for discussion or negotiation. The applicant understands that deviations from the Example RFA Contractor Agreement are made at County’s sole discretion. Failure to request any changes to the Example RFA Contractor Agreement constitutes a waiver of any such request.

Applicants are advised that County is not bound by the terms of the RFA until a written agreement is fully executed and any activity taken on by Applicant before full execution of a written agreement is done at Applicant’s sole risk.

3.4 Notice to Applicants

By applying for this RFA, Applicant understands and agrees to the following:

A. Government Records Access and Management Act:

County is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to 901. As a result, County is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to County is considered a “public record” under GRAMA. Any person who provides to County a record that the person believes merits protection under subsection 63G-2-305(1) or (2) must submit with their application both: (1) a written claim of business confidentiality and (2) a concise

statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. For your convenience, County has provided a Business Confidentiality Request Form which is attached to this RFA as Attachment B. All documents submitted in response to this RFA will be treated as public records by GRAMA, unless a claim of business confidentiality has been properly made and approved by County. All proposed costs/pricing/fees submitted to County are public records. An entire application cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.

- B. Copyrighted Material Waiver: If the application contains copyrighted or trademarked materials, by submitting its application Applicant grants County the right to use, reproduce, and publish the copyrighted or trademark materials in any manner County deems necessary for conducting County business and for allowing public access to the responses under GRAMA or otherwise, including but not limited to photocopying, County Intranet/Internet postings, broadcast faxing, and direct mailing.

If the application contains materials whose copyright or trademark is held by a third party, it is Applicant's sole responsibility to obtain permission from that third party for County to reproduce and publish the information. By submitting its application, Applicant certifies that it owns, or it has obtained all necessary approvals for the reproduction or distribution of the contents of the application and agrees to indemnify, protect, save and hold County, its representatives, and employees harmless from any claims arising from all intellectual property claims related or connected to the application and agrees to pay all legal fees incurred by County in the defense of any such action.

- C. Restrictions On Communications: From the issue date of this solicitation until an Applicant is selected and the selection is announced, Applicants are prohibited from communications regarding this procurement with agency staff, evaluation committee members, or other associated individuals EXCEPT with the HCD ("Buyer") overseeing this procurement. Failure to comply with this requirement may result in disqualification.
- D. RFA Cancellation: This RFA may be canceled at any time before the execution of a written agreement if deemed in the best interests of County. This includes cancellation of the RFA after an award has been made but before the execution of a written contract. Applicant is not entitled to recover any costs related to the preparation of the application due to cancellation of the RFA or withdrawal of an award before the execution of a written agreement.
- E. Firm Pricing: All prices, quotes, or applications are to remain firm for one

hundred twenty (120) days after the closing date unless a different period is stated in County's RFA. Any application that does not offer to remain firm for the required period may be considered non-responsive.

- F. Costs: Applicants bears all costs and expenses related to this RFA including, but not limited to, preparation and delivery of the application, attending the pre-application conference, and attending the interview.
- G. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between County and the selected Applicant. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll-free at (877) 526-3994, or by accessing: www.commerce.utah.gov.

Changes or Modifications: Any changes or modifications to the RFA will be made by written addendum. Applicants submitting an application based on any information other than that contained in County's RFA and any addenda, do so at their own risk.

- H. Receiving Applications: Contracts and Procurement will administer receipt and opening of all applications. Applications will be held, unopened, by Contracts and Procurement in the same condition as received if delivered before the date and closing time designated in the RFA. After the closing time, only the identity of each Applicant will be made public. If only one application is received in response to County's request, Contracts and Procurement, in coordination with the agency requesting the project, may recommend entering into a contract with the single Applicant if the conditions cited above are met. Alternatively, Contracts and Procurement may re-solicit to obtain additional applications.
- I. Modifying or Withdrawing Applications: Applicants may modify or withdraw their applications at any time before the closing time. Requests to modify an application before the closing time must be made in writing to County.
- J. Rejection of Applications: Any application containing significant deviations from the specifications of the RFA will be considered non-responsive and may be rejected in whole or in part.
- K. Protests: Under Salt Lake County Code of Ordinances [§3.25.080](#), a protest regarding the RFA document must be submitted in writing before the RFA closing date. All other protests must be submitted in writing within seven (7) business days after notification of the award is posted on County's website. A protestor may file only one (1) protest after the RFA closing date. Protest letters must specifically and completely state

the facts that the protestor believes constitute an error in the RFA document or the award.

- L. Free and Competitive Selection: Any agreement or collusion among prospective Applicants to fix a price or limit competition will render the application void, and such conduct is unlawful and subject to criminal prosecution and sanction. By applying, Applicant hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by County Purchasing Ordinances or applicable law.
- M. Ethical Standards: Applicant represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established to secure business; (c) breached any of the ethical standards outlined in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly Influence, any County officer or employee or former County officer or employee to breach any of the ethical standards outlined in State statute or Salt Lake County ordinances.
- N. Campaign Contributions: The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by Applicants to County candidates, Salt Lake County Code of Ordinances § 2.72A. Applicant acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions over one hundred dollars (\$100.00) to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Applicant further acknowledges that violation of those provisions governing campaign contributions may result in criminal prosecution and sanctions as well as the termination of this Agreement.
- O. Reasonable Accommodations: Reasonable accommodation for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice. Please contact Contracts and Procurement at 385-468-0300. TTY users may call 711.\
- P. Environmentally Responsible Procurement Practices: County has implemented environmentally responsible procurement practices. Please

refer to Attachment B.

Q. Notice to Retirees of Utah Retirement Systems (“URS”):

County is a URS “participating employer.” Contracting with County may affect a URS retiree’s retirement benefits including, but not limited to, cancellation of the retiree’s “retirement allowance” due to “reemployment” with a “participating employer” under Utah Code Ann. § 49-11-504 to 505. In addition, Applicant is required to notify County immediately if a retiree of URS is an Applicant, or an owner, operator, or principal of Applicant. The Applicant may refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

R. Employee Status Verification System:

Applicant shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by the exercise of authority delegated under 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Applicant is individually responsible for verifying the employment status of only new employees who work under Applicant’s supervision or direction and not those who work for another Applicant or subcontractor, except each Applicant or subcontractor who works under or for another Applicant shall certify to the main Applicant by affidavit that Applicant or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Applicant or subcontractor. Applicant shall comply in all respects with the provisions of Utah Code Ann. § 63G- 12-302. Applicant’s failure to comply with this requirement may result in the immediate termination of its contract with County.