



## City of Auburn, Maine

Financial Services

Jill Eastman, Director

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

60 Court Street, Auburn, Maine 04210

November 15<sup>th</sup>, 2022

Dear Bidder,

The City of Auburn is accepting written proposals for the Community Development Office's **LEAD Inspection, Planning & Clearance**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contractual agreement.

Proposals will not be considered unless submitted per the following instructions to bidders.

Please mark sealed envelopes plainly: **LEAD Inspection, Planning & Clearance 2023-012**.

Questions regarding this Request for Bids should be directed to Amy Hatter, Community Development Manager, at (207) 333-6601 ext. 1332.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Tuesday, December 13<sup>th</sup>, 2022**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Derek Boulanger, Purchasing Agent, 60 Court Street, Auburn, Maine 04210**, on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger

Facilities Manager/Purchasing Agent

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## **CONDITIONS AND INSTRUCTIONS TO BIDDERS**

### **Conditions**

All Contractors submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term “or approved equal,” if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on the basis of each item or as a group, whichever is in the best interest of the City. Prices stated are to be “delivered to destination.”
3. Bids will be opened publicly. Bidders or representatives may be present at the bid opening.
4. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, and cost, which meets specifications and is in the best interest of the City of Auburn.
5. All transportation charges, including the expense for freight, transfer express, mail, etc., shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
6. The terms and cash discounts shall be specified. Time, in connection with any discount offered, will be computed from the date of delivery at destination after final inspection and acceptance or from the date of correct invoice, whichever is later.
7. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments, and Maine Sales Tax and Use Taxes. Please quote less these taxes. The exemption certificate will be furnished with the Purchase Order when required upon application.
8. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
9. No contract may be assigned without the written consent of the Finance Director or a designee. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state **LEAD Inspection, Planning & Clearance** on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids when it is deemed best for the interest of the City of Auburn.
12. The City of Auburn may reduce the number of units purchased pursuant to overall prices.
13. Bidder will clearly outline all options that are included in the bid price.
14. All proposals in response to this RFP are to be the sole property of the City of Auburn. Proposers are encouraged **not** to include any proprietary information in their proposals. 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.
15. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
16. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
17. The proposer agrees that the proposal will remain valid for a period of thirty (**30**) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
18. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate, or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City’s Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
19. The proposer must certify that personnel identified in its response to this RFP will be the persons assigned to the project. Any additions, deletions, or changes in personnel from the proposal during

the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

20. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval from the City prior to and during the agreement period.
21. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
22. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
23. No additions or changes to the original proposal will be allowed after submittal, except as may be permitted by the City, at its option, in accordance with Section *Exceptions and Alternatives* of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with the responsible proposers.
24. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City.
25. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative, or employee of the City participated directly in the proposer's proposal preparation.
26. All responses to the RFP must conform to instructions. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the requested format, or fail to comply with any other requirements of this RFP may be considered just cause for rejection of the response.
27. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations, or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the responsible agent for the City.

## **GENERAL CONDITIONS**

### **1. Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, an employee, or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin unless based upon a bona fide occupation qualification. Vendors, contractors, or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors or contractors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### **2. Save Harmless**

The Bidder agrees to protect and save harmless the owner from all costs, expenses, or damages that may arise out of alleged infringement of patents of materials used.

### **3. Subcontracting**

The Bidder shall not subcontract any part of the work or materials or assign any monies due to it without obtaining the municipality's written consent. Neither party shall assign or transfer its interest in the contract without the other party's written consent.

### **4. Warranty**

The Bidder warrants that all work will be of good quality and free from faults and defects and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all its employees, subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

### **5. Safety**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

The contractor shall comply with MUTCD standards for work signs and with OSHA for employee highway safety equipment.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees and others on or near the work site.
- Materials and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of its subcontractors.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees, or subcontractors, regardless of fault. Failure of the Contractor to remedy the damage or loss promptly shall entitle the Town to remedy the damage or loss, to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor, or by reducing payment by the cost of damage caused by the Contractor.

## **SCOPE OF WORK**

**Background and Intent:** The United States Department of Housing and Urban Development, Office of Lead Hazard Control & Healthy Homes has awarded the City of Auburn Community Development Office to carry out activities associated with a Lead-Based Paint Hazard Control Program. HUD's "Lead Safe Housing Rule" (24 CFR Part 35) requires that certain federally funded projects include Lead Risk Assessments, Lead Hazard Reduction Plans, Lead Abatement Plans, and Lead Management.

Since the projects are federally funded, contractors and subcontractors must at all times be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the provider of services hereunder, including those having jurisdiction over their registration and licensing to perform services hereunder; including but not limited to the following: The Equal Employment Opportunity Act; the Copeland Anti-Kickback Act, as supplemented in the Department of Labor Regulations (29 CFR Part3); the Davis-Bacon Act as supplemented by the Department of Labor Regulations (29 CFR part 5); section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR part 5); and the Cranston-Gonzalez National Affordable Housing Act, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**Scope of Services:** The successful bidder shall provide the following services at a minimum. The selected firm will meet with project management staff and review and/or provide cost estimates for Community Development Office projects. The selected firm will be contracted on an established quality rate per project. The contractor will be expected to have appropriate professional staffing to accomplish the scope of work within the specified time required by the Community Development Office based on the project needs. The contractor will:

- Conduct lead hazard risk assessments and inspections, including XRF testing on both the interior and exterior surfaces, dust wipes, and soil samples when required.
- Provide a detailed Risk Assessment report according to the specifications detailed in EPA's rules 40 CFR part 745 subpart L and provide written recommendations on temporary actions/interim controls that could be used by owners/tenants to reduce exposure to identified lead dust hazards and severe lead paint hazards.
- Provide a detailed Lead Inspection report that clearly identifies leaded surfaces within or upon the structure inspected, including outbuildings. The report should include copies of all raw data collected, including but not limited to the XRF data, calibration records of the XRF instrument, laboratory reports, all drawings and sketches, and photographs of the property.
- Provide a detailed Lead Management report that clearly identifies the location of lead intact surfaces and recommendations on ongoing monitoring and requirements of maintenance activities.
- Develop lead hazard reduction or abatement plans in construction specification format as the project dictates. The plans must include all test results. When submitting your proposal, indicate whether the pricing includes dust wipes and soil sampling.
- Provide computer-drawn floor plans that clearly identify all windows, doors, and rooms.
- Provide digital photographs of the property and all windows for use by the contractor and for submittal to the Historic Preservation Commission as required.
- Consult with the City of Auburn Community Development Office staff and the property owners regarding lead hazard reduction and/or abatement alternatives.
- Submit job specifications and inspection results within seven (7) days to the City of Auburn Community Development Office and/or Maine Department of Environmental Protection.
- Perform construction monitoring inspections at designated intervals in the construction project to ensure quality and compliance with federal work standards.

- Conduct lead clearances at the completion of construction projects.
- Provide laboratory dust wipe and soil sample analysis.

**Schedule**

Schedules for individual cost-estimating projects will vary depending on the project scope and schedule. The Community Development Office and the selected firm will agree to a schedule prior to the commencement of work on any individual project.

**Deliverables**

Deliverables are an electronic document of a comprehensive scope of work and cost estimates in a format provided by the Community Development Office or agreed to by the Community Development Office.

**Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be one (1) year.

The CONTRACTOR shall provide all labor, materials, and equipment necessary to complete the job in a timely fashion. All costs associated with the performance of the contract shall be the sole responsibility of the CONTRACTOR.

**Work to be Performed**

All work shall be done at such times as the Contractor and Community Development Office shall deem appropriate. The Community Development Office will coordinate the work schedule as projects are approved. Work shall not begin in any area without specific notification of and approval by the Community Development Office.

**PROGRAM MANAGEMENT**

The **LEAD Inspection, Planning & Clearance** Contract shall be managed by the Community Development Office of the City of Auburn. It is expected that invoices for services rendered will be itemized and submitted no less than monthly.

**Schedule**

The City of Auburn intends to have this work performed from January 01, 2023, to December 31, 2023.

**PROPOSAL EVALUATION CRITERIA**

The Community Development Office will evaluate proposals and select a contractor based on a combination of the following factors:

- Qualifications and relevant experience of the firm, including knowledge of Federal and State laws and regulations governing the services outlined in the scope of services, including but not limited to HUD’s Lead safe housing rule 24 CFR part 35, Subpart R-Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities, HUD’s Lead-Based Paint Guidelines, the EPA’s rule on Lead-Based Paint Poisoning Prevention in certain residential structures in 40 CFR part 745 subparts D, E, and L, and Maines’s Lead Poisoning Prevention and Control regulations.
- Qualifications and relevant experience of the firm's proposed staff, including but not limited to providing these types or similar services as outlined in the Scope of Services in this RFP.
- Quality of references from similar work completed recently, with a proven track record in providing these types or similar services for municipal governments or agencies involved with Lead Hazard Control and Healthy Homes Grant programs.
- The extent to which the proposed solution matches the needs of the Community Development

Office.

- Review of a sample scope of work/cost itemization.
- Reasonableness of cost of associated services requested.

### **REQUIREMENTS AND FORMAT OF THE PROPOSAL**

Contractors responding to this RFP shall submit their proposals, organized and presented as outlined below. Accuracy and completeness are essential. Since the successful proposal will be incorporated into the contract, contractors are cautioned not to make claims or statements they are not prepared to commit to contractually.

The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s)
- Short History of Business (existing customers, experience, specialties, etc.)
- A sample scope of work/cost itemization
- Proof of Commercial Liability Insurance (listing of City as additional insured will be required)
- 12 character-Unique Entity Identifier (UEI#) assigned by SAM.gov.

### **Letter of Transmittal**

The Proposal must consist of a letter of transmittal signed by an individual authorized to bind the Contractor contractually. **It shall:**

- Concisely identify the services offered in the proposal.
- State that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number, and email address of one or more contact individuals.
- Include the name, title, address, telephone number, and email address of one or more individuals who are authorized to sign a contract.

### **Understanding of the Scope of Work**

In this section, the Contractor should notify the City of Auburn of any potential difficulties that might arise in implementing the work, making sure to include any expected solutions.

### **Relevant Experience and Client References**

In this section, a description of relevant work experience is to be provided, detailing the timeframe over which services were provided to specific clients. Contractors should provide a minimum of three (3) references and indicate the name of the company, contact person, address, telephone number, and role of the contact person in relation to the services provided. Information relevant to the Scope of Work should be presented to allow the City of Auburn to assess the Contractor's experience.

### **Qualifications**

- Qualifications - For each item listed under Proposal and Evaluation Criteria, please describe your firm's qualifications, experience, and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- Work Plan - For each item listed in Scope of Work - Scope of Services, please describe the approach that would be generally followed in undertaking these tasks. A sample copy of the proposer's risk assessment report, including floor plans, photographs, lead hazard reduction plan, and /or abatement plan, as well as a management plan. These documents should be representative of the proposer's completed product. These items must be submitted for review with the proposal.

- Services Expected of the City - Identify the nature and scope of the services that would be generally required of the City in undertaking these projects

### **Cost Schedule**

Proposals shall include a cost per unit price for work to be performed and a cost per sample for laboratory dust wipe and soil sample analysis in accordance with this RFP, inclusive of all personnel and non-personnel expenses. Proposers should include any cost adjustments relating to the number of units per building inspected or proration for square footage. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. For the City to evaluate the proposed cost, proposers must include the staff, hours, hourly rates, and the total cost for each element in the Work Plan outlined under the Work Plan section above. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal."

*Note: The City is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

### **Exceptions and Alternatives**

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals that take exception to any requirements in this RFP or offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

**BID PROPOSAL FORM - LEAD Inspection, Planning & Clearance 2023-012**

**Due: Tuesday, December 13, 2022**

To: Derek Boulanger, Purchasing Agent  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees the attached pricing for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership, or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

Unique Entity Identifier: \_\_\_\_\_

Project start Date: \_\_\_\_\_