



City of Auburn, Maine

Business & Community Development

Glen Holmes, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

July 30, 2024

Dear Bidder,

The City of Auburn, a municipal corporation (hereinafter "the City") is accepting written proposals for **Radon Testing, Mitigation Plan Design and Mitigation System Installation** for all units applying to the Auburn Lead and Healthy Homes Program (ALHHP).

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: Cost, professional qualifications, experience and references. The City may hold interviews prior to making a decision. Bidders shall be current on all amounts due to the City prior to the City entering into any contract agreement.

Proposals must be submitted in accordance with the following "Conditions and Instructions to Bidders". Questions regarding this Request for Proposals should be submitted in writing to Amanda Denning, Purchasing Analyst, at adenning@auburnmaine.gov, via email by **2:00 pm**, on **Thursday August 8, 2024**. All questions and answers will be posted to the City website in the form of an addendum no later than **Thursday August 15, 2024**.

Please submit your proposal in a sealed envelope, plainly marked, "**2025-001 Radon Testing & Mitigation**" to the City of Auburn, by **2:00 pm on Friday, August 23, 2024**. Proposals must be received by **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, ME 04210** on or before this date. No bids will be accepted after the date and time listed above. Proposals will be opened at **2:00pm on Friday, August 23, 2024** at Auburn City Hall.

Questions regarding this RFP should be directed to Amanda Denning, Purchasing Analyst adenning@auburnmaine.gov.

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning,
Purchasing Analyst

CONDITIONS AND INSTRUCTIONS TO BIDDERS

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. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal must be notarized prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening
4. Bids will be opened publicly. Bidders or representatives may be present at the bid opening.
5. 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.
6. 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.
7. 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.
8. 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. Upon application, the exemption certificate will be furnished with the Purchase Order when required.
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 **2025-001 Radon Testing & Mitigation** on the submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn
12. Bidder will clearly outline all options that are included in the bid price.

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 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 City 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.

6. Davis Bacon Act

The Davis Bacon Act (DBA) requires the payment of prevailing wages (determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in commercial properties in where more than \$2,000 of federal funds are being used and in residential properties in which there are more than 7 units.

The Contractor agrees to submit certified time sheets/payroll reports or Form WH-347 listing all hours worked on the project by all employees. Form and instructions shall be provided upon request. Required DBA Posting and current Prevailing Wage Rates and a Contractor Guide to DBA shall be provided (if applicable).

7. Section 3 of the HUD Act of 1968

For HUD assisted housing rehabilitation projects when the amount of combined assistance exceeds a threshold of \$200,000 or where HUD assistance is from Lead Hazard Control funds, projects exceed \$100,000. To the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work are provided to Business Concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area in which the project is located.

8. Build America, Buy America (BABA)

HUD grantees must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301. Pursuant to HUD's Notice, Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA, unless excepted by a waiver. BABA currently only applies to projects receiving \$250,000 or more in HUD assistance.

9. Byrd Anti-Lobbying Amendment

Contractors who bid for an award of \$100,000 or more shall certify that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Contractors also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

SCOPE OF WORK

1. Background and Intent

The City of Auburn receives a grant from the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes. Certain activities associated with this grant require the City to consider radon in the contamination analysis for 24 CFR Parts 50 or 58 as applicable.

2. Scope of Work – Scope of Services

The successful bidder shall provide the following services. The contractor will be expected to have appropriate professional staffing to accomplish the scope of work within the specified time required by the City based upon the project needs. The bidder will:

- a. Conduct air and water radon testing in units assigned by the City in accordance with current American National Standards Institute/American Association of Radon Scientists and Technologists (ANSI/AARST) standards.
- b. Where air samples indicate radon levels above 2 pCi/L the Contractor will prepare and provide the City with a radon mitigation work plan in order to reduce radon exposure risk to the unit occupants.
- c. Consult with the City's Community Development Office staff and the property owners regarding Radon mitigation work plans.
- d. Submit inspection results and mitigation work plans within five (5) business days to the City's Community Development Office.
- e. Install equipment necessary to mitigate radon levels using most current industry standards.
- f. Conduct air and water radon testing in units after mitigation equipment has been installed to verify successful operation characterized by reduced radon levels.
- g. Provide all required documentation and verifications in compliance with federal and local regulations.

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.

3. Schedule

Schedules for projects will vary depending on the project scope and schedule. All work shall be done at such times the Contractor and the City deem appropriate. Work shall not begin in any area without specific notification of and approval by the City.

4. Deliverables

Deliverables are comprehensive electronic documents summarizing inspection results and detailed mitigation work plans. These documents will be presented in PDF, or other formats to be agreed upon by the Contractor and the City.

In units where mitigation is required, the Contractor will carry out all work necessary to install equipment necessary to reduce radon levels in the unit.

OTHER PROVISIONS

1. Agreement Period

The initial agreement period for any contract or purchase order resulting from this RFP is anticipated to be concurrent with the City's lead abatement grant program. This program is scheduled to end by June 2025.

2. Proposal Evaluation Criteria

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

- a. Reasonableness of cost for services requested.
- b. Qualifications and relevant experience of the firm and its staff, including knowledge of Federal and State laws and regulations governing the services outlined in the scope of services, including but not limited to the Maine Radon Registration Act (MRSA section 771 et. Seq), the National Environmental Health Association's National Radon Proficiency Program (NEH-NRPP), and the National Radon Safety Board (NRSB).
- c. Quality of references for similar work completed recently, indicating a proven track record in providing these types, or similar services, preferably to municipal governments or agencies involved with Lead Hazard Control and Healthy Homes Grant programs.
- d. Review of a sample reports submitted.

PROPOSAL FORMAT REQUIREMENTS

1. Format

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:

- a. Letter of transmittal, on company letterhead, signed by an individual authorized to bind the bidder contractually. It shall:
- b. Concisely identify the services offered in the proposal.
- c. State that the proposal will remain in effect for a period of sixty (60) calendar days after the deadline for submission of proposals.

2. Requirements

Bidders must provide the following:

- a. Completed "Bid Proposal Form" – see page 7.
- b. Completed "Bid Detail Form" – see pages 8 through 10. *May use additional pages if needed.*
- c. A sample inspection report which is representative of the bidder's completed product.
- d. A sample mitigation design which is representative of the bidder's completed product.
- e. Proof of Commercial Liability Insurance (listing of City as additional insured will be required)
- f. Completed W-9

BID PROPOSAL FORM

Due: **Friday August 23, 2024**

To: City of Auburn
Amanda Denning, Purchasing Analyst
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or 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 form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____
Name (print) _____ Title _____
Phone Number _____
Address _____
Email Address _____

STATE OF MAINE

_____, SS. Date: _____

Personally, appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public

Print Name

Addendum Acknowledged:
_____ Date: _____ Initials: _____

Commission Expires _____

BID DETAIL FORM 1 of 3

Company name:		
Item #	Description	Cost per Unit
	Radon Testing-Air	
1	Initial radon air and water testing in each unit	\$
2	Testing (after mitigation equipment installation) in each unit	\$
	Radon Testing-Water	
3	Initial radon air testing in each unit	\$
4	Clearance testing (after mitigation equipment installation) in each unit	\$
	Radon Mitigation Work Plan	
5	Creation of radon mitigation work plan	\$
	Radon Mitigation Equipment Installation (Air & Water)	
6	Supply and install all equipment needed to remediate radon detected in AIR samples System #1 (describe type of equipment below):	\$
7	Supply and install all equipment needed to remediate radon detected in AIR samples System #2 (describe type of equipment below):	\$
8	Supply and install all equipment needed to remediate radon detected in WATER samples System #1 (describe type of equipment below):	\$
9	Supply and install all equipment needed to remediate radon detected in WATER samples System #2 (describe type of equipment below):	\$

For item #'s 6-9 above please describe system and provide pricing on total cost of equipment and installation for common methods of remediating radon in both air (i.e. sub-slab suction, block wall depressurization, etc.) and water (i.e. aeration, GAC, etc.). Please use an additional sheet if necessary.

BID DETAIL FORM 2 of 3

Company Name: _____

General Business Information	
Business name:	
Tax ID:	
SAM.gov UEI #	
Business address:	
Phone:	
Fax #:	

Owner Information			
Name:		Phone:	
Title:		Email:	
<i>Please list additional owners below:</i>			
Name:		Phone:	
Title:		Email:	
<i>Please list any additional owners on a separate sheet</i>			

Authorized Contract Signer Information			
Name:		Phone:	
Title:		Email:	
<i>Please list additional authorized signers below:</i>			
Name:		Phone:	
Title:		Email:	
<i>Please list any additional signers on a separate sheet</i>			

General Contact Information			
Name:		Phone:	
Title:		Email:	
<i>Please list additional contacts below:</i>			
Name:		Phone:	
Title:		Email:	
<i>Please list additional contacts below:</i>			
Name:		Phone:	
Title:		Email:	
<i>Please list any additional contacts on a separate sheet</i>			

Client References			
<i>You must provide a minimum of 3 professional references – Please list additional references on a separate sheet</i>			
Reference #1			
Client/business name:			
How long have you provided your services:			
Contact name:		Phone:	
Title:		Email:	
Reference #2			
Client/business name:			
How long have you provided your services:			
Contact name:		Phone:	
Title:		Email:	

