

TOWN OF DENTON

REQUEST FOR PROPOSAL (RFP)

FOR

LEAD AND ASBESTOS ABATEMENT HYGENIST

OLD CAROLINE HIGH SCHOOL

October 29th, 2010

Proposals due: November 8th, 2010 2:00PM EST

I. NAME OF SOLICITING PUBLIC BODY

The Town of Denton
13 North 3rd St.
Denton, MD 21629

II. INTRODUCTION

The Town of Denton is renovating the Old Caroline High School at 512 Franklin St. to create a location for the Chesapeake Culinary Center. As a first step in the construction phase of this renovation the Town is contracting for the abatement of the lead and asbestos in the building. The purpose of this Request for Proposal (RFP) is to solicit for Lead and Asbestos Abatement Hygenist services to conduct quality assurance monitoring and testing of both the lead and asbestos abatements. The principal goal of any contract resulting from this RFP is to ensure that the abatement work done at the Old Caroline High School results in a site and building that meet all applicable local, state, and federal laws and regulations regarding levels of lead and asbestos. This RFP also sets forth the terms and conditions whereby the Town of Denton shall contract with the successful Proposer(s) to provide Lead and Asbestos Abatement Hygenist services described herein. The Town of Denton reserves the right to negotiate and contract with any firm suited to provide the Lead and Asbestos Abatement Hygenist services described herein, and the Town may engage one or more firms for the work.

III. INSTRUCTIONS TO PROPOSERS

A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Town of Denton Procurement Policy.

B. Three copies of your Proposal shall be submitted to:

Denton Town Offices
Attn: Construction Procurement
13 North 3rd St.
Denton, MD 21629
RE: RFP Old Caroline HS Abatement Quality Assurance

C. Questions related to technical aspects of the requested Abatement services or the Contractor selection process will be accepted in written form only (FAX or letter) and should be directed to:

Denton Town Offices
Attn: Glenn Collins
13 North 3rd St.
Denton, MD 21629
RE: Questions RFP Old Caroline HS Abatement QA

FAX: 410 479-3534

All responses to inquiries will be in writing and will be provided to all prospective Proposers who have received an RFP from The Town of Denton. Questions from Proposers must be received by The Town of Denton 48 hours prior to the bid closing date and time in order to ensure that the answers can be sent and received by the prospective Proposers for their consideration prior to the date proposals are due.

D. All Proposals must be in a sealed envelope and be clearly marked in the lower left corner: "Sealed Proposal, Old Caroline High School Lead and Asbestos Abatement Quality Assurance". Proposals not so marked or sealed shall be returned to the Proposer and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Proposer. All expenses for making Proposals to The Town of Denton shall be borne by the Proposer. **All Proposals shall be received by 2:00PM (EST) on November 8th, 2010.** Any Proposal received after this time and date will not be considered. The Proposer has the sole responsibility to have their proposal received by the Town of Denton Construction Procurement Office at the above address and by the above stated time and date. Clearly identified proprietary information will not be disclosed during the selection process.

E. The Proposer must submit a proposal which demonstrates and provides evidence that the Proposer has the capabilities, professional expertise, and experience to perform the professional engineering services described in this RFP.

F. Offerors are responsible for familiarizing themselves with the conditions and objectives of the proposed work. **A pre-proposal conference will be held on November 4th, 2010 at 2:00 PM EST.**

G. Selection Process

The selection process shall be governed by and be completed in accordance with

the Town of Denton's Procurement Policy. If any provision of this Request for Proposals shall be found to be inconsistent or in conflict with such policy, the terms of the policy shall govern.

- Review of Written Proposals

Using the criteria given in items (a) through (g) described in the Proposal Evaluation Criteria in Section V below and with emphasis on professional competence, the Town Selection Committee shall review all proposals received to determine those Offerors who are fully qualified, responsible, and suitable to provide the services set forth by this Request for Proposal.

- Evaluation and Ranking

Using all of the information developed during the proposal review the Town Selection Committee shall rank the Offerors according to the evaluation criteria given below. Town Selection Committee shall then select in order of preference two or more Offerors whose professional qualifications are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the Town can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise negotiations with the offer ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

IV. PROPOSAL REQUIREMENTS

Submittal Requirements

All Offerors submitting a proposal must include a statement of qualifications of the professional technical personnel who would actually be performing services for the Town of Denton, and separate statements of qualifications of any associated personnel or other firms which may be expected to contribute services for the work described herein.

The written proposal, which should be as **CONCISE** as possible, should address items **(a)** through **(h)** of the criteria described in the Proposal Evaluation Criteria set forth in Section V.

V. PROPOSAL EVALUATION CRITERIA

Evaluation Criteria: Evaluation criteria for each proposal shall include the following factors which shall be considered in a descending order of importance:

- (a) Experience of the Offeror in providing services related to the asbestos and lead remediation monitoring of projects of similar size and scope to the Chesapeake Culinary Center.
- (b) Understanding of the purposes and objectives of the Town of Denton with regards to the Old Caroline High School and understanding the role and responsibilities of the Lead and Asbestos Abatement Quality Assurance provider.
- (c) The cost of the proposed services;
- (d) Qualifications of the Offeror's project manager and project personnel;
- (e) Overall qualifications and experience of the Offeror and any subcontractors to be used;
- (f) Quality of the content of the Offeror's proposal and the Offeror's responsiveness to the request for proposal;
- (g) The sufficiency of financial resources and ability of the Offeror to perform the contract or provide the services;
- (h) Non-binding, good-faith estimates of time and costs of providing the services where such estimates may be the subject of subsequent and as needed discussions between the Town and the Offeror during subsequent and as needed discussion stages.

The Town of Denton reserves the right to negotiate and contract with any firm suited to provide the engineering services described herein, and the Town may engage one or more firms.

VI. SCOPE OF SERVICES

The successful offeror or proposer (contractor) shall:

Be a professional firm experienced in the monitoring and testing of Lead and Asbestos levels during building renovations and will provide said monitoring and testing during the Lead and Asbestos Abatement of the Old Caroline High School;

(b) Conduct all monitoring and testing necessary for the building and site to meet all applicable local, state, and federal laws and regulations regarding Lead and Asbestos levels.

(c) Review the certifications and licenses of the abatement contractor(s) for compliance with all local, state, and federal laws and regulations.

(d) Monitor the abatement contractor(s) on site procedures to ensure that they are in compliance with all applicable local, state, and federal laws and regulations. In the event that there are problems with the abatement contractor's procedures, provide the Town with a report detailing the problems and the steps that were taken to remedy the problems.

(e) Within ten (10) calendar days of conducting any Lead or Asbestos testing, provide the Town of Denton with a paper copy of the results of the tests.

(f) Once the Lead and Asbestos abatements/remediations are completed, prepare and submit to the Town within ten (10) calendar days a final report on the Lead and the Asbestos monitoring program. The report must contain copies of all tests carried out as well as all results with comparisons to the applicable State and/or Federal standards.

VII. TERMS AND CONDITIONS

A. RFP Proposal and Clarification

The Town of Denton reserves the right to request clarification of information submitted and to request additional information of one or more Proposers. Each Proposer shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to The Town of Denton's Construction Procurement Office. The Town of Denton shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by The Town of Denton's Construction Procurement Officer is the only official method whereby interpretation, clarification, or additional information can be given. The Town of Denton will provide by mail to all Official RFP holders any addenda which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP from the Town of Denton's Construction Procurement Office.

B. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 90 days to provide to the Town of Denton the services set forth in this RFP.

C. Contract Award

The Town of Denton reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or additional information. The Town of Denton reserves the right to award the contract to the most responsible and responsive Proposer, resulting in a negotiated agreement, which is most advantageous to and in the best interest of the Town of Denton. The Town of Denton shall be the sole judge of the Proposal and the resulting negotiated agreement that is in its best interests, and the Town of Denton's decision shall be final.

D. Contract Forms

Any Contract resulting from this RFP shall be on forms supplied by the Town of Denton.

E. Termination for Convenience

The Town of Denton shall have the right to terminate at the Town's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced shall become the property of the Town of Denton.

F. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the Town of Denton, of which the Town shall be under no obligation to grant.

G. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the Town of Denton, which approval the Town shall be under no obligation to grant.

H. Gender Reference

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

I. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

J. Governing Law

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland.

K. Non-Discrimination

During the performance of any Contract resulting from this RFP, the Contractor agrees:

1. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. That in all solicitations or advertisements for employees placed by or on behalf of the Contractor to state that the Contractor is an equal opportunity employer.
3. That notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section VI, Subsection K.

The Contractor shall include the provisions of the foregoing paragraphs 1,2, and 3 in every purchase order for vendor(s) associated with the Town.

L. Insurance

During the performance of any Contract resulting from this RFP, the Contractor shall have and keep current insurance whichever is greater in scope or amount as

follows:

1. Worker's Compensation Insurance in compliance with all states in which Contractor does business, including coverage B Employer's liabilities in not less than the following amounts:

- i.** Bodily Injury by accident \$100,000 for each accident;
- ii.** Bodily Injury by disease, \$500,000 policy limit;
- iii.** Bodily Injury by disease, \$100,000 for each employee.

2. Public Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury.

3. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicles.

The insurance specified herein shall name the Town of Denton as additional insured with regard to work performed under any subsequent Contract. The policy(ies) shall provide that The Town of Denton is to receive written notice by certified mail, sixty (60) days in advance of cancellation or alteration of the policy(ies). Contractor shall provide The Town of Denton with copies of certificates of insurance coverage and proof of payment of all premiums.

M. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by the Town of Denton, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to the Town of Denton, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the Town of Denton to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

N. Release and Ownership of Information

The Town of Denton shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the Town's possession which The Town may lawfully release including, but not

limited to contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under this Contract. The Town of Denton reserves its rights of ownership to all material given to the Contractor by The Town of Denton and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

O. Indemnity

The Contractor shall indemnify and hold harmless the Town of Denton against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

P. Subcontractors and Assignments

The Contractor shall not sublet or assign this Contract or any portion thereof without the prior written consent of the Town of Denton. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by the Town to permit the Town to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to The Town for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP. The Town's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to the Town for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any Subcontractor and the Town of Denton.

Q. Examination of Records

The Contractor agrees that the Town of Denton or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving

transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims.

R. Hold Harmless

The Contractor, in any Contract resulting from this RFP, shall pay all royalties and license fees necessary for performance of the Contract. The Contractor shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting Contract and shall save the Town of Denton harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

S. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

T. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the Town of Denton receives during the procurement process from any Proposer's written proposal, any discussion or interview with the Proposer or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the Town. The Town may use this information for any purpose without compensation to the Proposer from whom the information was received.

Thank you for your interest in this project and we look forward to reviewing your proposal.

Glenn Collins
Project Manager