

Town of Lincoln

Request for Proposals

**Qualified Environmental Professional Consultant Services for
Remediation and clean up of Parcel 3 East
Funded by the Environmental Protection Agency Brownfields grant funds**

Responses Due by:

January 31, 2025 by 5:00 p.m. Eastern Time

Responses to be sent by email to:

Ruth Birtz
Economic Development Administrator
Town of Lincoln
29 Main Street, Lincoln, Maine 04457
ruth.birtz@lincolnmaine.org

INTRODUCTION

The Environmental Protection Agency have awarded the Town of Lincoln (“Town”) a Brownfields grant award in the sum of \$5,000,000 to support the remediation and cleanup of Parcel 3 East on the former Lincoln Pulp & Tissue Mill (LP&T Mill) in Lincoln, Maine.

The Town is requesting proposals from qualified environmental professionals (QEP) to assist with the remediation efforts on Parcel 3 East. The Town reserves the right to waive any information or minor defects in the RFP or the RFP responses / procedure, or reject any and all responses, or accept any submittal that is most responsive and responsible as exclusively determined by the Town. Any response may be withdrawn by the respondent prior to the scheduled time for the opening of the response or authorized postponement thereof. No respondent may withdraw a submittal within 60 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the respondent.

Proof of acceptable insurance in accordance with the requirements outlined in this RFP shall accompany the response. No bid bond, payment bond or performance bond is required for this contract. Submission of a signed submittal by the respondent constitutes acknowledgement of and acceptance of all documents and terms and conditions of this RFP and/or the EPA Cooperative Agreement. It should be noted that the Town has submitted FY2025 cleanup grant applications direct to U.S. EPA and may seek other funding sources to complete this and other cleanup projects at the former LP&T Mill site. If the Town is successful with additional grant/loan awards, we may rely on this procurement process to retain our QEP to maintain consistency in the management of the projects.

Project Overview

The Town has been awarded \$5,000,000 in Brownfields cleanup grant from the EPA for remediation and cleanup of parcel 3 East. Budgeted funds allocated as “contractual” will be the responsibility of the selected respondent. The Town will use the grant funds in the following manner:

EPA Award (\$5,000,000)

- ***Task 1:*** Cooperative Agreement Oversight

The selected QEP shall follow all Brownfields processes and procedures, including the acknowledgement of the partnership among EPA Region I, MEDEP and the Town, and shall therefore keep all parties informed and provide adequate time for review and technical feedback. The selected QEP will also assist the Town in preparing reports, keeping records and requests for reimbursement required by the US Department of the Environmental

Protection Agency.

- **Task 2:** Community Engagement & Outreach

The selected QEP will assist the Town in developing and implementing an outreach strategy for targeted areas to improve local understanding of the project scope. Additionally, the QEP will be responsible for establishing an information repository and holding two public meetings.

- **Task 3:** Bid Document Preparation and Bid Review – Remediation of building #23 and parcel 3 East

Prepare final contractor bidding documents (Review of removal and disposal options for effectiveness and cost) for review and approval by the Town; conduct a pre-bid site visit with contractors; review contractor bids; and work with the Town to select contractor for waste remediation.

- **Task 4:** Waste Removal and Capping

Perform monitoring and quality assurance of disposal and capping of site; project reporting to ensure compliance with plans, specifications, and requirements for regulatory compliance (including compliance with Davis-Bacon wages and EPA BABA requirements); review and approve requisitions and documents.

SUBMISSION REQUIREMENTS

- Qualifying firms that have experience with Brownfields will be given preference.
- EPA/Town of Lincoln Parcel 3 East proposals are limited to 10 pages in length [with a maximum two-page cover letter, attached four resumes and proof(s) of insurance not counting toward the ten-page limit].
- PDF files should be labeled “FIRM NAME: LINCOLN 2024 EPA / Parcel 3 East Proposals shall be emailed to: Ruth Birtz at ruth.birtz@lincolnmaine.org

Proposals are due at the above email on or before January 31, 2025, at 5:00 p.m. Eastern time. Late responses to this RFP will not be accepted.

Notes:

- The Town will not be held responsible for mishandled, late, or lost qualifications packages.
- Questions related to this RFP should be directed to Ruth Birtz at ruth.birtz@lincolnmaine.org. All questions by consultants will be compiled and responses will be sent back to all parties that have posed questions. Questions must be submitted on or before January 20, 2025. Questions received after this date will not be answered. Those that have not posed questions but wish to receive the question-and answer information should contact Ruth Birtz via email.
- Respondent shall certify that to the best of its knowledge, all information provided in

their response to this RFP is accurate and complete. Any misrepresentation by a respondent may result in disqualification.

SUBMISSION CONTENT

Please submit the following information with your proposal package:

1. Firm name, address and phone number and a brief description of the firm.
2. Name, job title, email and phone number of primary contact person.
3. Description of the proposed project including a Scope of Work and description of how the allotted grant funds will be fully utilized.
4. Experience and demonstrated success working to obtain external funding sources for Brownfields remediation such as EPA grants. If no experience, please indicate experience and demonstrated success assisting Maine communities and/or nonprofits.
5. Experience and demonstrated success in working on long-term Brownfields redevelopment including planning, investigations, and remediation. If no experience, please indicate experience with Maine communities and/or nonprofits.
6. Proposed staff for the work, including designation of Project Manager. Attach resumes of key staff. Limit to no more than four (4) staff.
7. The names and contact information of at least three Maine local governmental units, businesses or nonprofit organizations as references for whom your firm has provided similar services within the past three years.
8. Current fee schedule for your firm. Specify key personnel for fee schedule unit rates.
9. Experience with designing and providing construction oversight for solid waste landfills in the State of Maine over the past 3 years.
10. Proof of current insurance meeting the requirements outlined below.

EVALUATION CRITERIA

The Town will award a contract to the respondent who demonstrates the ability to provide the highest quality service at the most reasonable cost. To accomplish this goal, the Town's weighted criteria for selection will include:

1. Clarity of the proposal, understanding of the project objectives, and responsiveness to the work program (10%)
2. The respondent's experience and qualifications to perform the requested service (25%)
3. Ability to communicate findings to the general public (15%)
4. The degree to which the respondent demonstrates an ability to work effectively and coordinate activities with the Town, U.S. EPA, and MEDEP (15%)
5. Reasonableness of the proposed costs based on a comparison of prices among competing offers and other available information on market rates for consulting services (if applicable) (25%)
6. References (10%)

The Town will negotiate compensation terms with the QEP selected based on the above criteria.

INSURANCE REQUIREMENTS

Contractor shall maintain and provide current proof of the following insurance:

- A. Worker's Compensation and Disability: Statutory requirements
- B. Employer's Liability - \$500,000 each accident
- C. Commercial General Liability – General Aggregate - \$1,000,000
- D. Comprehensive Automobile - \$1,000,000
- E. Excess/Umbrella Liability - \$1,000,000
- F. Errors and Omissions Professional Liability - \$1,000,000
- G. Contractor's Pollution Liability insurance - \$1,000,000

TERMS AND CONDITIONS

1. The Town shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any other matter directly or indirectly related to employment, because of race, color, religion, sex, sexual orientation, disability, national origin or ancestry.
2. Interviews with some consultants may be scheduled. The Town reserves the right to select or not select, in its sole discretion, based on its assessment of each firm's strengths and qualifications and the objective of best meeting the needs of the EPA Grant project and the Town's redevelopment goals.
3. By submitting a response to the RFP, each Respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP, the selection of a Respondent or Respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
4. The Respondent shall keep the Town free and harmless from the payment of any and all damages, costs, expenses, royalties, patent fees, attorney's fees, or any sum of money whatsoever, by reason of any actions, claims, demands or proceedings, arising out of any infringement or alleged infringement, or use of any patented device, article, system or arrangement that may be used by the Contractor in the execution of his work. The Respondent will be required to indemnify and save harmless the Town from all claims or actions of any kind or description brought against the Town for or on account of any injuries or damages received or sustained by any persons or any neglect in guarding the same or in any improper materials used, or by or on account of any act of commission or omission of the Contractor or his agents or employees.
5. The Town will not assume any responsibility or liability for any expenses incurred by a Respondent, or prospective Respondent, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFP.