SOUTH PORTLAND HOUSING AUTHORITY
100 Waterman Drive, Suite 101, South Portland, ME 04106
(207) 773-4140 • FAX (207) 773-4006
ME Relay – call 711

Request for Proposal
Landry Heights Site Predevelopment

The South Portland Housing Authority, identified hereafter as SPHA, is requesting proposals from companies to provide erosion control, tree removal, and site work services at the following housing site located in South Portland, Maine.

1. Landry Heights, future 38-unit, 4-story, income-restricted multifamily building
   18 Daniel P. Tuell St., South Portland, Maine 04106

General :

The South Portland Housing Authority will award the contract to the top-ranked firm whose proposal is most advantageous for the South Portland Housing Authority.

For a copy of the RFP packet, all interested and qualified parties should contact Ben Mohney at 207-289-3733 or email bmohney@sphdc.org.

Proposals are due by 4:00 pm, Friday, December 18, 2026. Proposals should be submitted electronically to bmohney@sphdc.org with the subject as **RFP # 12-26**. Electronic copies must be received by the deadline above. **Any proposal received after the due date and time will not be considered.** Questions and inquiries, both verbal and written, will be accepted from Contractors and must be submitted to the SPHA by **Friday, December 11, 2026**. All inquiries will be responded to no later than **December 15, 2026** and will be shared with all interested parties. Construction is expected to begin in the month of January 2027.

RFP Dates:

- November 16, 2026: RFP Package Available
- December 11, 2026: RFP Question Submission Deadline, 4:00pm
- December 18, 2026: RFP Proposal Submission Deadline, 4:00 pm

This project is being federally funded by a Community Development Block Grant (CDBG) awarded by the City of South Portland through its Community Development Program, administered with Cumberland County. **A document package has been included with this packet. Included forms will need to be completed and submitted with your proposal.**

Submittal Requirements and Format:

Submittals from contractors will not be evaluated unless the SPHA receives a submittal letter and supporting data, which shall include the following list of items. Submittals are prepared at the firm's expense and, upon submission, become the property of the SPHA and therefore become a

matter of public record once the successful firm has been chosen and the contract awarded. Proposals shall be submitted electronically with the subject labeled **RFP #12-26**

To be included in the submission in this order:

1. Submittal Letter that includes a written summary of how your firm would provide excellent service to the South Portland Housing Authority, to include: company name, address, phone, fax, and email.

2. Scope of work for the Landry Heights site including pricing, a proposed schedule, and a description of any permits or approvals required.

3. Proof of General Liability, Workers Compensation, Automobile Insurance, and Pollution Insurance (if applicable). Appropriate limits for insurance are listed on page 5. If a contract is awarded, SPHA must be named on your insurance forms.

4. Description of similar projects completed that the firm may have participated in within the past three years.

5. Two references for whom the firm has performed similar work for in the last two years.

6. A timeline for the project with a **start date** no sooner than **January 1, 2027** and a **substantial completion** date of **January 31st, 2027.**

7. Community Development Block Grant required forms. (See App. 2)

8. Signed Non-Collusive Affidavit and Form HUD-5369-A Representations (See App. 3)

Selection Criteria:

The SPHA will use the following selection criteria to select the top firm. The selection criteria are based on a 100-point evaluation:

Criteria	Points on 100-point Basis
Pricing	25 points
Ability and experience in performing the required service or product supply	30 points
References	30 points
Complete Proposal	15 points

The South Portland Housing Authority does business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). The SPHA shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation.

The SPHA Reservation of Rights:

1. SPHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by SPHA to be in its best interests.

2. SPHA reserves the right not to award a contract pursuant to this RFP.

3. SPHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder.

4. SPHA reserves the right to inspect work at any time during the ongoing work.

5. SPHA reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.

6. SPHA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of SPHA Procurement Officer.

7. SPHA reserves the right to negotiate the fees proposed by the bidder.

8. SPHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.

9. SPHA shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.

10. SPHA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.

Additional Requirements Once Contract Signed:

The contract generated by this RFP may be cancelled by SPHA for noncompliance with specifications, inability to perform the contracting requirements of SPHA or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to SPHA other than for work authorized and completed at the time of termination.

Davis-Bacon prevailing wages apply to all labor performed on site. Please refer to the Davis-Bacon prevailing wage rate sheet in the contract documents when determining labor costs.

The contractor shall provide all items, operations, labor, tools, equipment, transportation and incidentals necessary for satisfactory completion of the contracted work. Owner may inspect work at any time. If faulty work or materials cause a problem during the contract, the Contractor shall repair it fully at its own expense. After completion, the Contractor will return the site to its original condition as determined by the Managing Agent and will repair any damage it caused, all at the Contractor's expense.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whole acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Contractor assures that all existing staff and any new staff working on site do not have a criminal background which would indicate that they could present a threat to residents or staff. Acceptable criminal background is no felony arrests or convictions within five years and no pattern of misdemeanors (three or more) within five years. The Managing Agent may terminate this contract if this provision is violated. Contractor certification regarding criminal background included in attachments.

Every effort must be taken to insure the safety and security of the residents of the SPHA and properties owned by the SPHA.

Contractor will disclose to the Managing Agent if anyone working for the contractor is related to an employee of the South Portland Housing Authority prior to signing this contract.

Insurance Requirements:

Contractor shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance as provided by Maine law. Certificate of insurance for Worker's Compensation and for liability shall be delivered to the SPHA or kept on file at the SPHA prior to start of contract. Any policy change shall be reported to the SPHA and certificate forwarded to the SPHA. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any SPHA insurance policy. All copies of proof of insurance will be submitted to the SPHA along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the SPHA offices.

The following insurance coverage is required:

- Commercial General Liability: Minimum of $150,000 per person and $1,000,000 per occurrence, and not less than $400,000 public liability coverage, with the City of South Portland listed as an additional insured.

- Worker's Compensation Insurance: Equal to or at least $100,000 per employee. Employment compensation insurance is also required.

Automotive Insurance: Minimum of $100,000/$300,000 for bodily insurance and $50,000 for property damage.

The following is included in the Community Development Block Grant Package:

Davis-Bacon Wage Rates and Certified Payroll Submission Requirements

This project is subject to Federal Labor standards under the Davis-Bacon Act. This requires that employees of Contractors OR Sub-Contractors must be paid no less than the prevailing hourly wage rates for their work classification determined by the U.S. Department of Labor for construction projects over $2,000.00**. All Contractors and any Sub-Contractors will be required to submit weekly certified payrolls for their employees working on the project.** The South Portland Housing Authority will provide you with a payroll form and instructions for filling them out. See the attached wage determinations.

Additional CDBG Requirements

Procurement: Procurement under this RFP must provide full and open competition and cost reasonableness, and must comply with the City of South Portland's Purchasing Ordinance.

Funding and Payment: CDBG funds are paid by reimbursement only. No work may begin and no funds may be spent until a contract has been signed by all parties.

Appendix: Attachments Included in the RFP Packet

The following items are provided by SPHA as part of this RFP packet:

1. Davis-Bacon Wage Rates (wage determinations)
2. County Construction Contract Provisions
3. Non-Collusive Affidavit Form HUD-5369-A Representations
4. Plans & Specifications