



CITY OF PORTLAND, MAINE

Request for Proposals

**Development of Climate Action & Adaptation
Plans for the Cities of Portland and South
Portland, Maine**

RFP # 19006

Dated: July 31, 2018

NOTICE and SPECIFICATIONS

Sealed proposal packages addressed to Matthew Fitzgerald, Purchasing Manager, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside with the name of the firm, project title and RFP number, will be received until **Tuesday, August 28, 2018 at 3:00 p.m.**, at which time they will be publicly opened. Specifications are available in the Purchasing Office, 389 Congress Street, Room 103, City Hall, Portland, Maine.

All proposals are to be submitted with the enclosed PROPOSAL form attached and are to remain open for ninety days after their opening. Late or unsigned proposals shall not be accepted.

Submittals shall be submitted electronically in PDF format on a USB thumb drive. Copies of the above documents will be available at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101. Each prospective bidder will be required to obtain from the City each copy of the proposal form; e-mail jrl@portlandmaine.gov, phone (207) 874-8654, or fax (207) 874-8652.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this RFP.

QUESTIONS

All questions **must** be made in writing and directed to, Purchasing Office, at the above address (or by e-mail at JRL@portlandmaine.gov) and be received at least five business days prior to the opening date. Questions received after this time will not be addressed. Responses from the City that substantially alter this RFP will be issued in the form of a written addendum.

EQUAL EMPLOYMENT OPPORTUNITIES

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

INSURANCE and INDEMNIFICATION

The Successful Proposer will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the General Liability and Automobile Liability Insurance, The Successful Proposer shall name the City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent or common law. With respect to the Liability Insurance, The Successful Proposer will provide the City a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. The Successful Proposer shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from insurance provider or agent.

RESERVATION OF RIGHTS

The City of Portland reserves the right to reject any or all bids, or to waive any informality, should it be deemed in the best interest of the City to do so.

During the evaluation process, the Selection Committee and the City of Portland reserve the right to request additional information or clarifications from proposers. At the discretion of the City of Portland or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Portland reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Portland and the firm selected.

It is the custom of the City of Portland, Maine to pay its bills 30 days following completion of work product deliverables and following the receipt of correct invoices for all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

July 31, 2018

Matthew F. Fitzgerald
Purchasing Manager

INTRODUCTION

The City of Portland is collaborating with the City of South Portland to develop a Climate Action and Adaptation Plan (CAAP) for each city that will:

- Provide strategies to transition each community from fossil fuels to clean renewable energy;
- Suggest opportunities to reduce overall energy consumption through energy efficiency and conservation measures;
- Guide each city to achieve an 80% reduction in community wide greenhouse gas emissions by 2050 by transitioning from carbon-based fuels to clean, renewable energy;
- Recommend a path to transition to a near zero-waste economy that prioritizes waste reduction and reuse of resources;
- Prepare each city for anticipated impacts of climate change including, but not limited to, rising sea levels, more frequent significant rain events, more powerful coastal storms, and more frequent days with heat over 90 degrees Fahrenheit;
- Ensure that recommended actions incorporate the needs of all members of the community in order to create equitable outcomes;
- Position the cities to maintain a high quality of life with livable neighborhoods and a strong business environment; and,
- Facilitate to mobilize broad community action around climate change.

Together, the cities seek a consultant with expertise in developing such plans for other municipalities. The chosen consultant will have a broad range of expertise but will have particular strength in energy policy in order to provide recommendations for transitioning from carbon-based fuels to renewables -- particularly in the transportation and building sector. The consultant will also have demonstrated ability to assist with effective public outreach and engagement in order to ensure that all community members are able to participate in the planning process in a meaningful way. The anticipated timeline for project completion is eighteen (18) months from the award of a contract.

BACKGROUND INFORMATION

The cities of Portland and South Portland, Maine are the largest and the fourth largest cities in Maine, respectively. Portland's population is approximately 67,000 while South Portland has approximately 26,000 people. The cities share the shoreline of Portland Harbor, which serves a variety of commercial and recreational marine uses including fishing vessels, an international ferry, international shipping infrastructure for container vessels and oil tankers, and marinas. The two cities and the surrounding region form the backbone of the Maine economy. Their diverse economies include tourism, health care, high tech manufacturing, retail, and legal services. The residents and elected leadership of each city have strong interest in mitigating the worst impacts of climate change while developing strategies to prepare for those that will inevitably affect us.

Steps each city has already taken include:

- Enacting Energy Benchmarking Ordinances
- Implementation of aggressive waste reduction and recycling programs,
- Adoption of municipal climate action plans
- Deployment of electric vehicles and charging infrastructure
- Energy upgrades in municipal buildings
- Installed or have prepared to install large-scale solar projects.

Both cities have adopted ambitious goals to reduce community wide greenhouse gas emissions 80% by 2050 and have committed to run their municipal operations on 100% clean energy by 2040. With their strong geographic and economic connections and shared concern for climate action, the cities have determined that it would be advantageous to develop climate action and adaptation plans in collaboration so that actions taken by each of them will be in alignment, thereby increasing the overall effectiveness of each plan.

Creating comprehensive Climate Action and Adaptation Plans is a necessary step for each city. Data shows that the Gulf of Maine is warming faster than 99% of the world's oceans that threatens local fisheries including groundfish, lobster, and shellfish. The region has already seen increased storm surges, flooding, severe weather, habitat changes, and an increase in disease transmitting insects such as ticks. Local leaders realize that "business as usual" is not sustainable and that Portland and South Portland must take action to preserve the well-being of their communities into the future.

The planning process will be structured around four focus areas: energy and high performing buildings, transportation and land use, waste reduction, and climate preparedness. The consultant will explore a wide range of issues within each area. Examples may include but are not limited to:

Energy & High Performing Buildings

- Recommend approaches to transition the building sector away from fossil fuels to renewable thermal technologies
- Recommend strategies to increase energy efficiency in existing buildings
- Identify policies and practices to improve energy performance of new construction
- Recommend policies and actions to ensure energy efficiency and comfortable buildings are available to all members of the community
- Identify opportunities for the cities to engage at the state and federal level to promote policies that would assist the transition to a renewable energy and energy efficiency

Transportation & Land Use

- Review the Comprehensive Plans of each city and identify areas that may impede progress toward climate goals
- Suggest strategies to promote broad adoption of electric vehicles or other zero emission transportation technologies
- Review municipal and regional transportation plans and identify opportunities to improve them in ways that promote efforts to reduce carbon emissions from the transportation sector
- Identify opportunities for green and grey infrastructure to improve resilience against sea level rise and/or flooding from intense rain events while providing recreational opportunities

Waste Reduction

- Discuss the role of waste reduction and reuse in context of mitigating climate change
- Evaluate existing waste management strategies and recommend opportunities to promote waste reduction in the public and private sectors
- Identify opportunities for the cities to achieve and exceed existing waste reduction and recycling goals
- Discuss how promotion of a sharing economy focused on reuse and repair can support economic growth and entrepreneurship opportunities

Climate Preparedness and Resilience

- Review and evaluate existing studies examining climate risks faced by Portland and South Portland
- Identify how climate change could disrupt the flow of goods and services, especially medical services and food distribution, and recommend ways to mitigate the impacts
- Describe ways to protect against disruptions in the supply of energy and discuss whether adoption of distributed generation powered by renewables could help improve resilience

The consultant will work with city staff and other stakeholders throughout the process to identify key issues within the main topic areas that require further analysis and discussion.

Prior planning documents and studies will serve as baseline information on which to develop the final plans. The consultant will only conduct hazard identification studies if previously completed work is incomplete or out of date or at the direction of the project managers.

Interested parties may access prior studies and plans on each city's website:

<http://www.portlandmaine.gov/1890/Sustainability-Office>

<http://www.southportland.org/departments/sustainability-office/energy-climate/>

The final Climate Action & Adaptation Plans for each city will:

- Be developed in an open and transparent way, balance the interests of both communities, and set a long-term vision with clear and compelling implementation pathways;
- Define the community's climate challenges and opportunities in meeting the ambitious 80% by 2050 GHG reduction goal and preparing for the effects of climate change;
- Serve as a mechanism to tie together each city's existing and developing sustainability initiatives and plans with established community goals;
- Establish a set of climate action strategies and implementation plans (expected to include policies, programs, measures, projects, infrastructure, and community actions);
- Identify policy opportunities at the state, regional, and federal levels that may help reduce emission sources not controlled directly by the City;
- Define metrics for measuring progress, lowering community-wide greenhouse emissions, and engaging residents, businesses and community groups.

The final plans will provide concrete, data-driven strategies to achieve the goals stated by each City Council as well as interim objectives the cities should achieve in order to reach near carbon neutrality. These plans must also identify how recommended projects and measures could result in improvements in quality of life, build prosperity and enhance community resilience. In addition to their focus on reducing GHG emissions, the vision and plans should incorporate crosscutting themes of social equity, economic development, and public health and safety.

The Sustainability Offices in each city will oversee development of the plans. A steering committee comprised of individuals from various sectors of the community have been appointed by the Portland and South Portland City Councils to provide comment regarding recommended measures and to review how well the recommended strategies address the needs of the community as well as the constituencies they represent. These individuals may be called upon for further information regarding their areas of expertise throughout the planning process. City staff outside the Sustainability Offices will also provide input and guidance to relevant sections of the plan. Further, the consultant will assist City staff in conducting a robust public participation campaign that will educate the public about the planning process and provide meaningful opportunity for widespread participation. Outreach efforts will include public meetings, development and deployment of an online survey tool, and specific outreach to specific constituencies as necessary to ensure equitable participation and broad-based information. The consultant will synthesize the input of these diverse sources in order to align technical recommendations with community-identified priorities.

The consultant should see the planning process as well as the final documents as tools to mobilize community engagement, build support for climate action, and lay out a regional vision for near climate neutrality. All materials used in the public engagement process as well as the final plans themselves should be engaging and be presented in visually appealing formats. They should be easily exported and/or translated to a variety of media for different audiences including social media platforms.

In parallel with the development of the Climate Action and Adaptation Plans, the cities will be collaborating with GridSolar to create detailed maps of how energy is used in each community and how it gets there. The project will include parcel level maps that identify the quantity and type of energy used at each building parcel as well as mapping of the capacity of the electrical distribution system. This information generated through this mapping project will be made available to the consultant to inform recommendations around future deployments of renewable energy technologies, micro-grids, as to help identify areas to target for energy efficiency.

SCOPE OF SERVICES

The consultant's portion of this project will consist of three (3) main tasks: public engagement, technical analysis of emissions reductions and adaptation strategies based on a transition to renewable energy and increased efficiency, and report writing. These tasks are described below. Consultant proposals should incorporate, expand on, or adjust these tasks as necessary.

A. Public Engagement

a. Facilitate community forums and community input

This project will begin by collecting input from a wide variety of community members regarding their interests and needs around energy & buildings, transportation & land use, waste reduction, and climate preparedness. With input from city staff, the consultant will:

- Develop public outreach for advertising community forums
- Prepare for the forums by a) determining meeting objectives and desired outcomes, b) developing and/or compiling pre-read materials, and c) developing an agendas
- Facilitate two (2) community forums in each city and one (1) joint community forum in an inclusive and productive way so that all participants are heard and the stated objectives of the meeting are achieved
- Help stakeholders identify barriers to change across these sectors and guide discussion of realistic and feasible actions to overcome barriers
- Work with city staff and community members to develop a shared vision of community resilience

- Organize all input received into potential goals and action items for incorporation into the CAAP development process
- Construct and administer a survey – both online and in hardcopy – to gather input on these topics
- Work with City staff to ensure all members of the community have an opportunity to engage with the planning process including, but not limited to, immigrants, seniors, and low-income people. Assist with specific outreach efforts and meetings with specific constituencies as necessary to ensure overall participation represents the diversity present in each city.
- Develop outreach material suitable for a variety of distribution methods including social media to promote the planning process and encourage participation.

b. Facilitate steering committee meetings

The cities will convene a joint steering committee comprised of regional experts to help develop the vision for GHG emission reductions of 80% by 2050. In addition, the steering committee will weigh in on and help prioritize interim mitigation and adaptation strategies. Working with city staff, the consultant will:

- Facilitate and direct the work of this committee to achieve desired objectives; it is envisioned this committee's work will be limited to four (4) to six (6) meetings
- Develop meeting agendas, prepare any meeting materials if necessary, facilitate the meeting, and take notes
- During meetings, the facilitator will guide discussion and manage participation so that the committee stays on track to achieve clearly defined objectives
- Conduct interviews or discussions with specific steering committee members if additional input is required regarding their area of expertise

B. Mitigation and Adaptation Strategies

- a. Develop a long-term vision for reducing GHG emissions 80% by 2050 and preparing for the effects of climate change.

The consultant, with guidance from City staff, the project steering committee, and an energy modeling report will identify transformational system changes to achieve deep carbon reductions. This common, regional vision will:

- Identify transformational system changes to achieve 80% reductions in GHG emissions by 2050 and improve the cities' resiliency
- Describe a vision for each city's neighborhoods and districts in a low-carbon world (e.g., renewable energy, micro-grids, and multi-modal transit options)
- Describe co-benefits of mitigation and adaptation that go beyond reducing GHG emissions and how de-carbonization will be integrated into City sustainability goals
- Explain emissions reductions using easily understood alternatives to "carbon" or "GHG emissions reductions" such as "100% renewable energy," "fossil fuel free," or "clean economy"
- Discuss how a low carbon society could:
 - ✓ Make the community an attractive place for businesses and people to locate
 - ✓ Keep more energy dollars local
 - ✓ Stimulate local business/economic development/job creation
 - ✓ Create cost savings for consumers/households and businesses
 - ✓ Improve public health
 - ✓ Improve environmental quality
 - ✓ Address "energy security" and reduce exposure to energy price increases
 - ✓ Increase the community's resilience
 - ✓ Improve livability/quality of life
 - ✓ Other potential impacts important to local stakeholders

b. Provide technical analysis of mitigation and adaptation strategies

The consultant, with guidance from City staff and the project steering committee, and based on the energy modeling analysis, will identify a set of clear, tangible, data-driven goals and actions that can be achieved or in place by an interim date with measurable indicators to move the City toward its long-term vision. These goals and actions will provide a descriptive roadmap for achieving the 2050 reduction goal.

The consultant will conduct a technical analysis of the impact of the mitigation and adaptation strategies to be compiled into the final Climate Action & Adaptation Plans for each city. Specifically, the consultant will:

- Conduct a baseline greenhouse gas inventory for each community that complies with reporting requirements established by the Carbon Disclosure Project (CDP)
- Quantify each proposed measure's potential emission reduction
- Quantify each proposed measure's cost and benefits (including first-cost, ongoing/annual costs/savings)
- Estimate feasibility (technical and financial) of strategies
- Estimate timeline of implementation for each measure
- Identify associated co-benefits of each measure
- Ensure that the collective actions positively impact all populations and move the city toward greater social equality
- Provide a wedge analysis or equivalent to understand the contribution of individual strategies toward the overall GHG reduction targets
- Provide an assessment of the risks that Portland and South Portland are likely to face as the impacts of climate change become more severe (risks should include, but not necessarily be limited to sea level rise, storm surge, and severe weather)
- Provide a framework for next steps to guide decision making around measures the City can implement to prepare and adapt for the impacts of the identified risks
- Identify a sea level rise scenario based on the latest scientific projections and develop a recommended planning process for each city.
- Provide recommendations for how we can prepare for that scenario that may include revisions to:
 - Floodplain ordinance
 - Zoning ordinance
 - Building codes
 - Open space plans
 - Beach management

- Green infrastructure

C. Report Writing

a. Final Climate Action & Adaptation Plans

- Develop a Final CAAP for each City to review and comment on that will:
 - ✓ Be developed in an open, transparent way, balance the interests of the entire community, and set a long-term vision with clear and compelling implementation pathways;
 - ✓ Define the community's climate challenges and opportunities in meeting the ambitious 80% by 2050 GHG reduction goal and preparing for the effects of climate change;
 - ✓ Serve as a mechanism to tie together the City's existing and developing sustainability initiatives and plans with community goals;
 - ✓ Establish a set of climate action strategies (expected to include policies, programs, projects, infrastructure, and community actions);
 - ✓ Identify policy opportunities at the state, regional, and federal levels that may help reduce emission sources not controlled directly by the City;
 - ✓ Define metrics for measuring progress, lowering community-wide greenhouse emissions, and engaging residents, businesses and community groups;
 - ✓ Develop an adaptation or resiliency framework which identifies risks and vulnerabilities based on local modeling, and opportunities for becoming more resilient

- In addition to these report components, the CAAPs should incorporate the following overarching themes:
 - ✓ Social Equity: The plan should detail impacts on different communities and groups within the cities, and how the implementation will incorporate social equity and empowerment considerations;

- ✓ Benefits Framing: The plan should reinforce the benefits of climate action and focus on how the plan's elements could improve community well-being. The plan should discuss both the costs of inaction in addition to discussing the costs of the recommended action.
- ✓ Partnerships: The plan should incorporate actions that partners can take, and how the community can leverage these partnerships to initiate stronger climate action;
- The CAAPs must also utilize, align with, and conform to the following:
 - ✓ [Compact of Mayors](#) requirements
 - ✓ Urban Sustainability Directors Network (USDN) [80x50 Framework](#) and [Guide to equitable, community-driven climate preparedness planning](#)
 - ✓ C40 Cities [Climate Risk and Adaptation Framework and Taxonomy](#) (CRAFT) tool
 - ✓ [City Resilience Framework](#)
 - ✓ State and Federal regulations

b. CAAP format

The consultant shall prepare a CAAP for each city including the above referenced content. It shall be submitted electronically in PDF format with adequate resolution so that it may be printed if necessary. The consultant shall also prepare a brief summary report for each city that presents the recommendations in accessible language, infographics, or other visual means. Further, the consultant shall create graphics and other content suitable for distribution on social media that the cities can use to promote the report.

D. Presentations and Schedule

- Provide a minimum of two (2) presentations to each City, including one to City staff and one to the City Councils
- Present the report a joint community meeting for members of the public

- Project Schedule to be provided by the Consultant based on the work detail. However, it is recommended for the purposes of this RFP solicitation that the project be completed within eighteen (18) months of award of a contract

E. Other Technical Assistance as needed

- Provide other technical assistance to aid the City as requested at an hourly rate.

SELECTION CRITERIA

The City is seeking a consultant with strong facilitation and communication skills and working knowledge or subject matter expertise in relevant topic areas. Previous experience in facilitating community groups, knowledge around climate change and creating a community-wide climate action and adaptation plan is preferred. The consultant should be capable of producing both sound analysis and a high quality, graphically compelling report.

All Respondents must demonstrate that they have significant experience, knowledge and abilities with respect to the provisions of this RFP. Particular interest will be paid to those proposers with experience developing Climate Action & Adaptation Plans at the municipal level. The City will evaluate responses based on criteria that shall include, but not be limited to, the following:

- A. Project approach: Describe the Respondent's approach to providing the level and nature of services required as evidenced by Scope of Services. Include a project schedule, deliverables and estimated date of completion.

To illustrate suitability, submit a detailed work plan for the selection process including but not limited to:

- a) examples of evaluation tools anticipated to be employed
 - b) describe how key stakeholders will be engaged for the purpose of soliciting input
 - c) describe other methodologies or tools that will be used to complete the technical analysis of mitigation measures
 - d) identify benchmarks that would be used to measure results/outcomes
 - e) describe the approach and anticipated layout of deliverables
- B. Past performance of the Respondent with regard to the completion of other Climate Action Plans, as evidenced by documented success on previous projects.

Please give at least three references, with point of contact information, for municipalities or organizations for which your firm has conducted similar plans. Provide information related to the implementation of recommendations made on completed projects.

Key personnel, capacity and skills: Identify existing employees by number and area of expertise. Identify any services to be provided by sub-consultants. Provide an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent.

Specifically, describe the time commitment, experience and references for the key personnel including relevant experience in the management of community input and development of Climate Action Plans.

Identify the Respondent's current and projected workload for projects, and ability to meet the project timeline.

- C. A lump sum price for all services. Also include a fee schedule for each component of the scope of work including all personnel and sub-consultants (if applicable) assigned to this project. In case it is needed, provide an hourly cost for services provided outside of the proposed scope of services.

In order to establish a short list of Respondents to be interviewed, the City will base its initial ranking of Respondents on the above Evaluation Criteria. Each of the Evaluation Criteria responses will be rated based on the following scale:

- **Project Approach** proposed for soliciting community engagement, developing a regional long-term vision for near climate neutrality, and delivering high quality Climate Action & Adaptation Plans for the Cities of Portland and South Portland.
45 Pts. Maximum
- **Previous experience** of the individual firm or team assembled, in community engagement and developing Climate Action & Adaptation Plans.
25 Pts. Maximum
- **Fees** A lump sum price for all services as specified, as well as a fee schedule for each component of the scope of work.
30 Pts. Maximum

The Cities reserve the right to consider any other relevant criteria that it may deem appropriate, within their sole discretion, and such other relevant criteria. The Cities may or may not, within their sole discretion, seek additional information from Respondents.

This Request for Services, any addenda issued by the City, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the City.

The selected Respondent(s) will be required to execute a Contract for Performance and Management Study Services with the City in the form that is attached hereto and incorporated by reference herein. Prior to execution of the Contract for Study Services with the City, the selected Respondent will be required to submit to the City a certificate of insurance that meets the requirements set forth in the Contract for Performance and Management Study Services.

Selection Process

- a. The Request for Proposal responses will be evaluated by a joint City selection committee.
- b. The selection committee will rank the responses based on the weighted evaluation criteria identified in the RFP and may short-list the highest scoring responses. Proposers may be requested to furnish additional information during the selection process.
- c. Any interviews will be up to one and one-half hour sessions where the respondent will have an opportunity to ask questions and discuss the firm's response to the RFP.
- d. Responses will be ranked on each of the criteria as defined. Any interviews will be ranked on this same scale.
- e. The top-ranked selection will be submitted to the City Purchasing Office with all supporting documentation
- f. The City may re-advertise if fee proposals are not consistent with budget.

Requirements for content of response:

Submit electronic copies of the response to this Request for Proposal.

All responses shall be:

- Presented in an organized and clear manner;
- Must include the following information:

1. Cover letter shall include:
 - a. An acknowledgement of any addendum issued to the RFP.
 - b. An acknowledgement that the Respondent has read the Request for Proposal. Respondent shall note any exceptions to the RFP in its cover letter.
 - c. An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
 - d. A description of the Respondent's organization and its history.
 - e. The signature of an individual authorized to negotiate and execute the Contract for the Performance and Management Study, in the form that is attached to the RFP, on behalf of the Respondent.
 - f. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.

2. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section including submittal of additional information as needed.

Respondents may supplement this proposal with materials and that best demonstrate its capabilities of the team proposed for this project, including electronic version of similar studies completed by the respondent.

3. Cost Proposal: Please include in the cost proposal detailed information on the proposed fee structure for the Scope of Services as outlined, including all fees, charges, expenses, etc. that are proposed to be included.

Contract Term:

The City will discuss with the successful respondent the order and schedule of tasks associated with the scope of services, and other conditions the City determines to be fair and reasonable but expects to conclude the study process and receive all deliverables approximately 18 months after signing a contract.

Other Provisions

A. Waiver/Cure of Minor Informalities, Errors and Omissions

The City reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and

to take any other measures with respect to this RFP in any manner necessary to serve the best interest of the City and its beneficiaries.

B. Communications with the City

The City's Purchasing Manager for this Request for Proposal is:

Matthew F. Fitzgerald
City of Portland
389 Congress St., Rm. 103
Portland, ME 04101
(207) 874-8653
mff@portlandmaine.gov

Respondents that intend to submit a response are prohibited from contacting any of the City's staff other than the Purchasing Manager. An exception to this rule applies to Respondents that currently do business with the City, but any contact made with persons other than the Purchasing Manager must be limited to that business and must not relate to this RFP. In addition, such respondents shall not discuss this RFP with any of the City's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

C. Costs

The City will not be liable for any costs incurred by any Respondent in preparing a response to this RFP or for any other costs incurred prior to entering into a Contract with a City's Project Manager.

D. Rejection of Responses, Modification of RFP

The City reserves the right to reject any and all responses if the City determines, within its own discretion, that it is in the City's best interests to do so. This RFP does not commit the City to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The City also reserves the right to cancel or modify this RFP in part or in its entirety, or to change the RFP guidelines. A Respondent may not alter the RFP or its components.

E. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

F. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

ATTACHMENTS:

Proposal Page

Standard Contract for City's Project Management Services

PROPOSAL

**Development of Climate Action & Adaptation Plans for the Cities of Portland and South
Portland, Maine
RFP #19006**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this application as principal, that it is made without any connection with any other person(s), firm or corporation submitting an application for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation, and that the application is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this application or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this application. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____ (if applicable)

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

_____ Zip Code

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FEDERAL TAX I.D. NUMBER: _____

**** THIS SHEET MUST BE RETURNED WITH YOUR PROPOSAL ****

NOTE: All applications must bear the handwritten signature of a duly authorized member or employee of the organization making the application. This sheet must be signed and returned with proposal page.

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional

**STANDARD CONTRACT
AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND**

AGREEMENT entered into this day of _____, 2018, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and, a corporation with a mailing address of _____ (hereinafter the "**CONTRACTOR**").

W I T N E S S E T H

WHEREAS, the **CITY** did advertise for Requests for Proposals by RFP # 19006, titled "Development of Climate Action & Adaptation Plans for the Cities of Portland and South Portland, Maine"; and

WHEREAS, the **CONTRACTOR** did under date of _____, submit a proposal for such work; and

WHEREAS, after due consideration of all of the proposals the **CITY** did award the bid to the **CONTRACTOR**; and

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor and will perform all work required to _____ (hereinafter the "Work"), in accordance with the specifications contained in the Notice and Specifications issued to the Contractors under date of MONTH DAY, 2018 by the Purchasing Manager for the City of Portland, and also in accordance with **CONTRACTOR**'s Proposal dated _____.

A copy of said Notice and Specifications and **CONTRACTOR**'s Proposal are attached to this Agreement and made a part hereof as Exhibits A and B respectively. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the attachments hereto, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect. **CONTRACTOR** shall perform in compliance with all applicable federal, state and local laws and rules and shall obtain at its own cost all necessary permits.
3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Public Liability Insurance coverage in an amount of not less than Four Hundred Thousand Dollars (\$400,000) combined single limit for bodily injury, death, and property damage, naming the **CITY** as an additional insured on the policy, and provide the **CITY** a certificate of insurance evidencing such coverage, in this way; certificate must say either: A) "the policy actually has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr,' or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent. Also prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Worker's Compensation Insurance coverage, and shall furnish the **CITY** a certificate evidencing such coverage.
4. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

5. **CONTRACTOR** shall further defend, indemnify and hold the **CITY** harmless from any claim or lien of any nature filed against the **CITY** or its property as a result of services performed or materials provided under this Agreement by a subcontractor, supplier or anyone employed by **CONTRACTOR**. In the event such claim or lien is filed against **CITY**, **CONTRACTOR** shall defend such claim on behalf of **CITY** by counsel acceptable to **CITY** or shall otherwise discharge such claim or lien by a means acceptable to **CITY**. **CITY**'s acceptance hereunder shall not be unreasonably withheld.
6. **CONTRACTOR** shall begin Work upon issuance of a notice to proceed issued by the **CITY**'s Sustainability Coordinator _____ (hereinafter "Coordinator") and shall complete the Work no later than _____. The time for performance may be extended by the written consent of the Director or her designee.
7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice. In the event that any dispute arises as to the amount, nature or scope of the Work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.
8. Upon performance of all the terms and conditions of this Agreement, **CITY** will pay **CONTRACTOR** _____ Dollars (\$_____.00), in full payment for the **CONTRACTOR**'s performance.
9. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such Work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the **CITY**.
10. **CITY** reserves the right to require **CONTRACTOR** to provide waivers of lien for labor and materials prior to the issuance of final payment by the **CITY**.
11. **CITY** shall withhold ten percent (10%) of each invoice amount as retainage until the Work is completed and accepted by **CITY**.
12. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall receive compensation for any satisfactory work completed prior to termination.

13. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for any unpaid, unrecovered, or unrecoverable out-of-pocket costs for supplies, materials and/or services provided or amounts expended or incurred in reliance on this Agreement prior to the effective date of such notice.
14. Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved in the courts of the State of Maine.
15. Out of concern for the public, **CITY** employees and **CONTRACTOR**'s employees, all work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____ thereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: _____

Jon P. Jennings
Its City Manager

WITNESS:

By: _____

(Print or type name)

Its _____

Approved as to form:

Approved as to funds:

Corporation Counsel's Office

Budget Office