

Town of Windham

Planning Department
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Windham, ME 04062

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REQUEST FOR PROPOSALS

PLANNING SERVICES FOR DEVELOPMENT OF AN
OPEN SPACE PLAN
WINDHAM, MAINE

JANUARY 8, 2020

INTENT TO SUBMIT: JANUARY 17, 2020
QUESTIONS DEADLINE: JANUARY 24
SUBMISSION DEADLINE: JANUARY 31, 4:00 PM

Overview

The Town of Windham is soliciting proposals from qualified consultants interested in providing planning services in support of developing an open space plan for the Town of Windham, as recommended in the most recent Comprehensive Plan update, adopted in 2017. The scope of the project is to draft an open space plan that will be a guide to elected and appointed town leadership by identifying high priority properties to protect or acquire, provide land stewardship guidance for existing open space lands, identify opportunities to expand connectivity between open space assets, neighborhoods and trails and to outline programs, ordinances, and partners that that could be instrumental in securing the future of the identified high priority properties.

Project History

The Town of Windham's population has been growing relatively rapidly and consistently since the 1970s. Windham had 6,593 people in 1970 in comparison to an estimated population of 18,000 today. At the 2010 census, Windham's total population was 17,001 people. The 2010 numbers place Windham as the 13th largest municipality in Maine, between the neighboring communities of Westbrook (17,494) and Gorham (16,381). Based on both the total increase in population between 2000 (14,904) and 2010 (17,001) and the rate of growth that increase represents, Windham is the second fastest growing large municipality in Maine. A majority of the growth can be explained by growth in the age groups for 20 to 39-year olds who are moving to Windham with young families or starting families once in town.

Between 1993 and 2000, 78% of new dwelling units built in Windham were in rural areas. Between 2001 and 2013, 85% of new dwelling units were built in rural areas. For the period of

2005 to 2015, almost every 7 out of 10 new homes in Windham were built in areas the community has said should be protected from new development. Preservation of rural character and protection of important open spaces and scenic views has been enshrined in all of Windham's past Comprehensive Plans. These are the places that tie long-time residents to the land, places where traditional outdoor recreational activities and access have been available for many decades, working land that has been passed down through generations, and are the very places that have made Windham an attractive location for new families in the greater Portland area since at least the 1970s.

In June 2017, the Town Council adopted a Comprehensive Master Plan Update. There are 39 goals laid out in the plan and 91 strategies to implement these goals. The Plan distilled all of these goals and strategies into four high priority subject areas: the 4 Big Things. Big Thing #3 is Invest in Rural Windham to keep it rural. Getting serious about Rural Windham means making investments to purchase outright, or at least the development rights, to the most special and iconic rural land in the community. The specific references to an open space plan include:

- Recreation, Parks & Open Space Strategy Goal 1.a, 2.a, 2.b – Develop a Recreation and Open Space Plan. Identify land for preservation and work with the land trust and other conservation organizations to pursue opportunities to protect important open space and recreational lands.
- Recreation, Parks & Open Space Strategy Goal 5.b – Preserve open spaces, forests, and agricultural lands important to the residents of Windham and establish a program for the preservation of land important to the people of Windham, similar to the state Land for Maine's Future program, which receives funds from the Town every budget cycle.
- Water & Natural Resources Goal 7.n - Pursue public/private partnerships to protect critical and important natural resources such as through purchase of land or easements from willing sellers.
- Agriculture & Forestry Strategy Goal 1.e - Create an Open Space Plan for the Town that identifies the most important working farms forest lands in Windham. Properties identified should be targeted for preservation of productive capacity.

Reference Plans / Studies and Other Related Reports

- [Plan Windham 2016 Update Comprehensive Master Plan \(June 2017\)](#)
- [Land Conservation in the Lower Presumpscot River Watershed: Vision, Values & Priorities \(November 2013\)](#)
- [Eel Weir Project FERC # P-2984 Land Use and Recreation Management Plan \(July 2016\)](#)
- [Donnabeth Lippman Park Master Plan \(2012\)](#)
- [Windham Parks and Recreation Department Facility Summary \(2012\)](#)
- [Lowell Preserve Forest Stewardship Management Plan \(2011\)](#)
- [Recreational Facilities and Open Space: A Needs Analysis \(1988\)](#)

Project Goals

If successful, the Open Space plan will:

- Identify open spaces, forests, and agricultural lands important to the residents of Windham;
- Establish a townwide strategy for land protection and preservation;
- Plan for establishing new or formalizing existing access to passive recreational areas and balancing public access and types of uses with sustainable management practices;
- Plan for formalizing links to and between new and existing assets to ensure access from residential and workplace areas townwide;
- Guide and prioritize capital investments and identify funding opportunities including public/private partnerships; and
- Be a tool for coordinating townwide projects, policies, and programs related to open space and recreation.

Through this RFP, the Town is requesting qualified consultants submit recommended approaches to develop an Open Space Plan. A final scope of work will be negotiated with the selected consultant based on responses to this RFP.

Project Budget

Funds were included in the current fiscal year budget for this task and there is no hard budgetary limit defined for this project in the Planning Department's Professional Services budget line. However, funds are limited and there is an expectation that this work can be done in the \$25,000 to \$30,000 range.

The final budget and scope of services will be negotiated with the selected firm.

Submission Information

All consultants interested in submitting a proposal must provide a written notice of their intent to submit an RFP to the Planning Department by **4:00 p.m. on January 17, 2020**. The notification of intent must include the name, address, telephone number and email of the project manager responsible for the RFP submission. This purpose of this notice is so that the Town can ensure that all potential respondents are included on any updates or modifications to this RFP and answers to questions submitted by the questions deadline. Notifications of Intent will be accepted by Lisa Fisher at lmfisher@windhammaine.us.

To be considered, proposal submissions must include four (4) hardcopies and one (1) digital copy of the complete submission packet in a searchable PDF format. All submissions must be received by the Planning Department by **4:00 p.m. on January 31, 2020**. No late submissions will be considered.

This RFP is also available on the Planning Department page on the Town's website <https://www.windhammaine.us/219/Planning> or by contacting Lisa Fisher in the Planning Department at lmfisher@windhammaine.us.

Scope of Services

Questions/Clarifications deadline	JANUARY 24, 2020
Deadline for Submission of Proposals	JANUARY 31, 2020
Selection of Consultant	by FEBRUARY 21, 2020
*Note: The selection process may include interviews of one or more respondents.	
Expected date of Final Deliverables	To be negotiated based on selected firm's proposal, with expectation of no more than six months from contract date

Submission Requirements

All RFP submissions must include the following information to be considered by the Town of Windham:

- General
 - Cover letter stating the firm's interest in the RFP
 - Title page listing name of firm and contact information.
 - Table of contents.
 - Firm description or descriptions if different consultants will be teaming together.
 - Identify the project manager and members of the project team (if applicable) that will be assigned to this effort, including their qualifications and expertise.
 - Estimate the level of involvement for each staff member assigned to the Town.
- Project Understanding
 - Provide a statement (not to exceed 3 pages) summarizing how the consultant or project team is particularly qualified for this project.
 - Provide a narrative outlining the recommended approach to developing an Open Space Plan, including references to points of public contact related to the outreach, education and engagement detailed in Task 3 in the Scope of Work.
 - Suggest a reasonable schedule of work, including completion of the Final Deliverables.
- Comparable Projects
 - Provide a summary of projects similar in size and scope to this Open Space Plan project, including:
 - Reference name and contact information
 - Current status of the plan – in progress/draft complete/ordinance adoption date
 - Size and scale of the geographic area
- Cost Estimate
 - Estimated level of involvement of each staff member and their respective hourly rate.
 - Administrative costs including mileage, photocopying, etc.
- Any other information the firm(s) may wish to submit that demonstrates their ability to provide the highest level of service to the Town of Windham.

Submissions to this RFP must include four (4) hardcopies and (1) PDF of the complete submission packet, which may be submitted on disk along with the paper copies or via email to Lisa Fisher (lmfisher@windhammaine.us).

Decision Process

The Town of Windham Planning Department will review all applications received by the submission deadline. Based on its review of the RFP submissions, the Planning Department may schedule interviews with one or more consultants or firms prior to finalizing a Scope of Work and contracting with a firm based on the review criteria listed below.

Selection Criteria

- Approach to conducting the tasks outlined in the scope of service 40%
- Qualifications, experience and performance (e.g., adherence to schedule and budget, quality of work) on similar types of project for consultant & project team members 40%
- Appropriateness of compensation rates and overall cost estimate 20%

Contract Term

The general term of the contract will be based on the Scope of Work to be negotiated with the selected firm. See Contract Agreement attached to this RFP below.

Please note that all materials developed as part of this project will become property of the Town of Windham.

Questions

Please note the questions deadline January 24, 2020. Any questions pertaining to this RFP should be submitted in writing via e-mail to: Lisa Fisher, lmfisher@windhammaine.us. Responses to all questions will be emailed to all applicants who have submitted their intention to submit a response to this RFP.

Reservation of Rights

The Town of Windham reserves the right to reject any and all firms, decline to proceed with selection of any candidates, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications.

Nothing in this document shall require the Town of Windham to proceed with any of the identified services stated in this request for information.

**AGREEMENT
BETWEEN TOWN OF WINDHAM
AND
SELECTED CONSULTANT**

AGREEMENT made this _____ day of _____, 2020, by and between the **TOWN OF WINDHAM**, a municipal corporation, located in the County of Cumberland and State of Maine (hereinafter the “**TOWN**”) and **SELECTED CONSULTANT**, a _____ corporation with a principal place of business located at _____ (hereinafter “**SC**”).

WITNESSETH

WHEREAS, the **TOWN** has set out in detail the objectives of its use of a Consulting Firm and the scope of the services that firm will be asked to provide in a Request for Proposal for **Open Space Plan Development Services** dated [DATE], a copy of which is hereby incorporated by reference into this Agreement as Exhibit A ; and

WHEREAS, **SC** submitted a written proposal dated [DATE] in response to that RFP, and a follow up memo dated [DATE], which details the negotiated scope of work, copies of which is hereby incorporated by reference into this Agreement as Exhibit B ; and

WHEREAS, the **TOWN** now wishes to engage **SC** pursuant to the terms of the RFP, the **SC** Proposal and the terms of this Agreement to serve as the Town’s consultant in developing an Open Space Plan to implement the recommendations of the Comprehensive Master Plan Update adopted in June 2017;

NOW, THEREFORE, the parties do hereby agree as follows:

1. SERVICES

SC agrees to serve as the **TOWN**’s consultant in developing an Open Space Plan to implement the recommendations of the Comprehensive Master Plan Update adopted in June 2017 as further outlined in the Scope of Services section of Exhibit A, and to do so as reasonably required under prevailing professional standards and so to provide the **TOWN** with competent, timely and independent research advice and work product, and **SC** agrees to provide the same pursuant to the terms of this Agreement, including its Exhibits A and B. Any substantial change or addition to the Scope of Services shall be agreed upon in writing by the **TOWN** and **SC** and **SC** agrees to perform additional services, if any, at rates to be determined based on the nature of the services involved. Authorization of performance of any additional services shall be in writing, in advance, from the **TOWN**.

2. TERM OF AGREEMENT

The term of this Agreement shall be for the successful completion of the scope of services, or one (1) year from the date of its execution, whichever comes first.

3. PAYMENT

SC shall submit an invoice to the **TOWN** in the amount representing 50% of the cost for the services to be performed under this Agreement upon finalization of this Agreement, with the remainder to be invoiced upon receipt of **SC**'s final deliverable, as specified in the **SC** Proposal. **SC**'s invoice shall be paid by the **TOWN** within thirty (30) days of its receipt. The rates specified in the **SC** Proposal shall remain in effect for the duration of this Agreement.

4. PERSONNEL, INDEPENDENT CONTRACTOR

SC represents that it has, or will secure at its expense, all personnel required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **TOWN**, nor have any contractual relationship with the **TOWN**. **SC**'s Project Manager hereunder shall be **[NAME]**, and any deletion or change in Project Manager shall be subject to the **TOWN**'s prior approval.

SC further agrees that, consistent with its status as an independent contractor, its personnel will not hold themselves out to be, nor claim to be, officers or employees of the **TOWN** by reason of this Agreement.

5. STANDARD OF PERFORMANCE

SC shall be, and remain, fully responsible to the **TOWN** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **TOWN**, correct and revise any errors or deficiencies in its performance and shall pay the **TOWN** for any loss, damages, or costs, including attorney's fees, resulting from **SC**'s breach of this Agreement or incurred by the **TOWN** for the replacement or correction of any part of the work hereunder that is deficient or defective.

The **TOWN** shall provide **SC** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and shall give **SC** a reasonable time under the circumstances to correct said error or deficiency.

6. TOWN'S REPRESENTATIVE

The **TOWN**'s Planning Director, or his/her authorized designee, shall act as the **TOWN**'s representative in all dealings with **SC**.

7. DOCUMENTS

The **TOWN** agrees to furnish or provide access to **SC** to any information or material in its possession that is relevant to **SC**'s performance hereunder and **TOWN** staff will cooperate with **SC**. **SC** will not, without the **TOWN**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **SC**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **TOWN** and be promptly delivered to the **TOWN** upon request. All working papers shall be and remain the property of **SC** but **SC** shall make said work papers available to the **TOWN** upon the **TOWN**'s request, and the **TOWN** shall be provided copies of any or all working papers upon request.

SC shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **TOWN**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **SC** shall defend, indemnify and hold harmless the **TOWN** and its officers, agents and employees from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, 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, or (2) is caused in whole or part by any negligent act or omission of **SC**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **TOWN** that otherwise exists. The extent of the indemnification provision shall not be limited by any insurance required under this Agreement.

9. INSURANCE

SC shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of commercial general liability insurance and automobile liability insurance with an insurance company licensed to do business in the State of Maine, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time; workers' compensation liability insurance with an insurance company licensed to do business in the State of Maine in the statutory amount, as amended from time to time; and professional liability insurance coverage with an insurance company licensed to do business in the State of Maine in an amount no less than \$1,000,000 per occurrence and in the aggregate. **SC** shall provide the **TOWN** with a copy of the certificate evidencing such insurance upon the commencement date of this Agreement and upon the anniversary of the commencement date of this Agreement thereafter. The Town shall be named as additional insured on the certificates of insurance for commercial general liability and automobile coverage.

10. TERMINATION

The **TOWN** may terminate this Agreement for cause by written notice of default to **SC**. In the event of such termination, **SC** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **TOWN** shall have the right to terminate this Agreement at any time for its convenience on 30 days' prior written notice to **SC**. If Agreement is terminated by the **TOWN** for convenience, the **TOWN** shall pay **SC** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall **SC** assign any moneys due or to become due to it hereunder, without the previous written consent of the **TOWN**.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To **TOWN**: Planning Director
Town of Windham
8 School Road
Windham, ME 04062
cc: Finance Director

To **SC**: [Selected Consultant]
[Address]
[City, State ZIP]
Attn: [TITLE]

14. COMPLIANCE WITH LAW

In its performance under this Agreement, **SC** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age, gender or sexual orientation.

15. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the **TOWN** and **SC** arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine except any law that purports to apply the substantive law of any other state or jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the **TOWN OF WINDHAM** has caused this Agreement to be signed by Barry A. Tibbetts, its Interim Town Manager, thereunto duly authorized, and **[Select Consultant, Inc.]** has caused this Agreement to be signed by **[NAME]**, its **[TITLE]**, thereunto duly authorized, the day and date first above written.

TOWN OF WINDHAM

[SELECTED CONSULTANT]

By: _____
Barry A. Tibbetts
Its Interim Town Manager

By: _____
[NAME]
Its **[TITLE]**