



Town of Windham

Planning Department

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TOWN OF WINDHAM, MAINE

REQUEST FOR QUALIFICATIONS GENERAL CONSULTING ENGINEERING SERVICES

Overview

The Town of Windham is soliciting sealed qualifications from qualified firms interested in providing professional services related to General Consulting Engineering Services for the Town of Windham Planning, Code Enforcement, Parks & Recreation and Public Works Departments. The scope of work includes, but is not limited to, site plan and subdivision development peer review and construction inspection, civil engineering, transportation engineering, structural engineering, environmental site assessment, materials testing and certification, and landscape architecture.

The Town's goal is to select two firms that will be retained for a three (3) year period, with two (2) optional one (1) year extensions. The Town will prioritize the selected firms and delegate work according to their rank and in the best interest of the Town. Firms are encouraged to partner with other firms that provide the consulting team with any additional areas of expertise outlined in the RFQ. Where partnerships are proposed, one firm will be required to serve as the lead consultant and project manager for all services. The Town makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. The Town reserves the right to cancel this solicitation at any time.

All firms interested in submitting a proposal must provide written notification, including the name, address, telephone number and email of the project manager responsible for the RFQ submission, to the Planning Department, by 4:00 PM on Friday, August 26, 2022. Notifications of Intent will be accepted via email to lmfisher@windhammaine.us. Addenda to the RFQ will be distributed via email.

To be considered, proposal submissions must include one (1) paper original and one (1) PDF of the complete submission packet. All submissions must be received by the Planning Department by 4:00 p.m. on Friday, September 9, 2022. No late submissions will be considered.

This RFQ is also available on the Town's website (www.windhammaine.us) or by contacting Lisa Fisher in the Planning Department (lmfisher@windhammaine.us).

Scope of Services

The selected firm(s) will be expected to have the technical ability to successfully complete the list of tasks described in this section. This list may be altered as part of the contract negotiation process with the firms selected by the Town of Windham.

1. Civil Engineering – Survey, CAD, engineering design including preparation of plans and specifications for town infrastructure projects. Provide construction phase services. Projects could include design for: drainage, stormwater BMPS, streets, parking lots or other civil/site design needs.
2. Traffic & Transportation Engineering – Peer review of traffic permits, traffic studies, in-house support for projects involving specific transportation issues. Roadway design for Town transportation infrastructure projects. Consultant teams should provide at least one team member that is a Professional Traffic Operations Engineer (PTOE).
3. Structural Engineering – Structural evaluation of buildings, bridges, and other miscellaneous structural needs.
4. Environmental Site Assessment – Phase 1 & 2 Environmental Site Assessments.
5. Materials Testing & Certification – Materials testing for asphalt, concrete, and soils. Construction inspection for both Town and MDOT projects which would require MDOT certified asphalt inspection services.
6. Landscape Architecture – Hardscape and streetscape planning & design.
7. Planning Department Services
 - a. Review development applications and plans for proposed for conformance with the Town’s ordinances and best practices.
 - b. Attendance at Planning Board meetings and site walks, as required.
 - c. Attendance at Staff Review Committee meetings, as required.
 - d. Review costs estimates for performance guarantees provided by contractors and other consulting engineers.
 - e. Construction inspection of approved site plan and subdivision projects.
 - f. Prepare plans and specifications for Town development projects when needed.

Submission Requirements

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

- Cover letter stating the firm's interest in the RFQ, its general approach the scope of services requested by the Town, and experience working with municipal clients.
- Title page listing name of firm and contact information.
- Table of contents.
- Company profile(s).
- Statement on the organizational hierarchy between firms in the event that a partnership is proposed.
- Identify personnel that will be assigned to the Town and their qualifications and expertise.
- Estimate the level of involvement for each staff member assigned to the Town.
- Availability of personnel.
- List of minimum 3 references, (one of which should be a municipal client).
- Statement on ways in which the firm will avoid client conflicts when working for the Town of Windham.
- 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.

Schedule of Costs

Qualification packages shall include a schedule (in a separate sealed envelope and PDF file) of the consultant's hourly rates for personnel and their anticipated role in the services requested. Administrative cost including mileage, photocopying, etc., shall be included along with the hourly rates.

Decision Process

The Town of Windham will assign a review committee comprised of Assistant Town Manager, Director of Planning, Town Planner, Town Engineer, Director of Code Enforcement, and Director of Public Works, as available. The firm will be selected based on the review criteria listed below. Based on its review of the RFQ submissions, the review committee may schedule interviews with selected firms. The selected firms will be informed of their rank as it relates to the assignment of work. Firms will be offered the opportunity to negotiate the provisions of a final contract. All contracts must be approved by the Town Council.

Selection Criteria

The review committee will select the firms for interviews or contract negotiations based on the following criteria. The review committee will use the following scoring system as guidance for the selection of firms.

Breadth of review services provided by firm(s)	20%
Personnel qualifications and relevant individual experience	25%
Approach to services requested in RFQ	15%
Availability	15%
Appropriateness of compensation rates	10%
Experience in providing the tasks listed in the scope of services	15%

Contract Term

A contract with specifications of the agreement shall be sent to each firm selected by the Town. The general requirements of the contract are as follows:

- The duration of the contract shall be three (3) years from the date of its execution.
- The Town will conduct periodic reviews of the consulting firms' performance. Based upon the reviews, the Town may change the firms, or switch the order of firms within the prioritization list.
- The Town reserves the right to negotiate two (2) additional one (1) year renewals with the selected consultant(s). The Town will announce its intention prior to the end of the contract period.
- The Town reserves the right to terminate any contract at its discretion.

Reservation of Rights

The Town reserves the right to reject any and all proposals, to waive any and all informalities, and to make the award which, in its sole judgment, will best meet the objectives stated in the RFQ or otherwise be in the best interests of the Town. Consistent with its policies, the intent will be to identify and select the proposal most advantageous to the Town. Nothing in this document shall require the Town of Windham to proceed with any of the identified services stated in this request for qualifications.

**SAMPLE AGREEMENT
BETWEEN TOWN OF WINDHAM
AND _____**

AGREEMENT made this _____ day of _____, 2022, by and between the **TOWN OF**

WINDHAM, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the “**TOWN**”) and **General Consulting Services Engineer**, a Maine corporation with a principal place of business located at ADDRESS (hereinafter “**GSE**”).

WITNESSETH

WHEREAS, the **TOWN** has set out in the detail the objectives of its use of a Firm and the scope of the services that Firm will be asked to provide in a General Consulting Engineering Services RFQ dated _____, 2022, a copy of which is hereby incorporated by reference into this Agreement (the “RFQ”);

WHEREAS, **GSE** submitted a written proposal dated _____ in response to that RFQ, a copy of which is hereby incorporated by reference into this Agreement (the “GSE Proposal”); and

WHEREAS, the **TOWN** now wishes to engage **GSE** pursuant to the terms of the RFQ, the GSE Proposal and the terms of this Agreement to serve as the Town’s primary consulting firm to provide such services outlined in the RFQ;

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

1. SERVICES

GSE agrees to serve as the **TOWN**’s primary firm to provide engineering services as directed by the **TOWN** and further outlined in the Scope of Services section of the RFQ, and to do so as reasonably required under prevailing professional standards in the engineering, survey and planning community in Southern Maine and so to provide the **TOWN** with competent, timely and independent professional engineering, planning and survey advice and work product, and **GSE** agrees to provide the same pursuant to the RFQ, the **GSE** Proposal and the terms of this Agreement. Any substantial change or addition to the Scope of Services shall be agreed upon in writing by the **TOWN** and **GSE** and **GSE** 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**. Consistent with the RFQ, the **TOWN** has a relationship with more than one firm. The **TOWN** will conduct periodic reviews of **GSE**’s performance. Based upon the review, the **TOWN** may change the delegated reviewer or switch the order of firms within the prioritization list.

2. TERM OF AGREEMENT

The term of this Agreement shall be the two (3) year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The **TOWN** reserves the right to negotiate up to two (2) additional one (1) year renewals with GSE. The **TOWN** will announce its intention by a date at least thirty (30) days prior to the end of the term.

3. PAYMENT

GSE shall submit an itemized statement for services performed under this Agreement on a monthly basis, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services shall be billed to the **TOWN** at the rates provided in Section __, "Rate Schedule" (page XX) of **GSE**'s Proposal. **GSE**'s invoice shall be paid by the **TOWN** within thirty (30) days of its receipt. The rates specified in **GSE**'s Proposal shall remain in effect for the duration of this Agreement.

4. PERSONNEL, INDEPENDENT CONTRACTOR

GSE 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**. **GSE**'s Project Manager hereunder shall be _____, and any deletion or change in Project Manager shall be subject to the **TOWN**'s approval.

GSE 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

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