

TOWN OF WINDHAM, MAINE
REQUEST FOR QUALIFICATIONS
WINDHAM COMMUNITY PARK

Overview

The Town of Windham is soliciting sealed qualifications from qualified firms interested in providing professional engineering services related to site design, permitting, and construction oversight for Windham Community Park, located at 375 Gray Road.

Where partnerships are proposed, one firm will be required to serve as the lead consultant and project manager for all services. 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 Parks & Recreation Department, by 4:00 PM on February 8, 2018. Notifications of Intent will be accepted via email. Any questions regarding this RFQ must be submitted by February 1, 2018 for consideration. Addenda to the RFQ will be distributed via email. To be considered, proposal submissions must include five (5) paper copies and one (1) PDF of the complete submission packet. No late submissions will be considered.

This RFQ is also available on the Town's website (www.windhammaine.us) or by contacting Linda Brooks in the Parks and Recreation Department (ljbrooks@windhammaine.us).

Scope of Services

The selected firm 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. Site Design/Engineering
 - a. Site topographic and boundary survey as needed
 - b. Facility planning
 - c. Conceptual design
 - d. Site design/permitting – Local & MDEP
 - e. Stormwater, grading, and drainage design
2. Provide engineering support during bidding process.
3. Provide construction oversight & inspection services.

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 to 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 references, (preferably one of which is a municipal client).
- 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 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 the Director of Parks and Recreation, Planning Director, Public Works Director, and Town Engineer. 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. Firms will be offered the opportunity to negotiate the provisions of a final contract. All contracts must be approved by the Town Manager.

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.

Personnel qualifications and relevant individual experience	30%
Approach to services requested in RFQ	20%
Availability	20%
Appropriateness of compensation rates	15%
Experience in providing the tasks listed in the scope of services	15%

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 _____, 2018, 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 **Consultant**, a Maine corporation with a principal place of business located at ADDRESS (hereinafter “**Consultant**”).

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 the Community Park RFQ dated February 8, 2018, a copy of which is hereby incorporated by reference into this Agreement (the “RFQ”);

WHEREAS, **Consultant** submitted a written proposal dated February 8, 2018 in response to that RFQ, a copy of which is hereby incorporated by reference into this Agreement (the “Consultant Proposal”); and

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

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

1. SERVICES

Consultant agrees to serve as the **TOWN**’s 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 **Consultant** agrees to provide the same pursuant to the RFQ, the **Consultant** 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 **Consultant** and **Consultant** 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 the period beginning on the date of the contract signing unless terminated earlier as provided for herein. All services requested under this RFQ shall be completed by June 30, 2018.

3. PAYMENT

Consultant 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 **GSC**'s Proposal. **Consultant**'s invoice shall be paid by the **TOWN** within thirty (30) days of its receipt. The rates specified in **Consultant**'s Proposal shall remain in effect for the duration of this Agreement.

4. PERSONNEL, INDEPENDENT CONTRACTOR

Consultant 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**.

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

Consultant 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

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