



**CITY OF SOUTH PORTLAND, MAINE
REQUEST FOR PROPOSALS #13-25**

**OWNER'S REPRESENTATIVE
for
CITY FACILITIES RENOVATION AND CONSTRUCTION**

NOTICE

The City of South Portland is seeking a qualified Owner's Representative to assist the CITY in the process of designing and constructing three building projects. In summary, the renovation of the former Mahoney School building will house a City central services center, which includes City Hall, Library, Assessing, Code Enforcement, Planning, Sustainability, IT and Economic Development Departments and will also allow for Community Arts space. A new Police station will be constructed in the open space field on the Mahoney site. Central Fire station will be renovated and expanded at its current location after moving the Police Department and demolishing that part of the building.

These proposals will be received until **2:00 PM on Wednesday, November 13, 2024**. Late proposals will not be accepted. Proposals must be submitted electronically to mfitzgerald@southportland.org with the subject as **RFP # 13-25**. Electronic copies must be received by the deadline.

Proposers must be registered to submit a proposal or their proposals may not be accepted. Proposers must register and download Electronic (PDF) copies of the RFP Documents at <https://southportland.gov/Bids.aspx>.

All proposals shall include the enclosed Proposal forms. Proposals will remain open for sixty (60) days after their opening.

This solicitation package does not include a Draft Form of Contract with terms and conditions the City will require. That will be provided to all registered document holders by written addendum as soon as they are available.

This project is being funded all or in part with Federal Grant money and is subject to Federal Procurement and Contracting Requirements. The selected contractor will also need to be registered with SAM.gov prior to contract award. See Appendix 1.

PLEASE NOTE: This RFP is preliminary to an RFP to secure a design team for the construction and renovation of the buildings. The selected Owner's Representative will not be eligible to participate on that design team.

QUESTIONS: All questions shall be directed in writing only to mfitzgerald@southportlandmaine.org and be received by 12 noon at least five (5) City business days (Friday, Saturday, Sundays and Holidays excluded) prior to the opening date. Questions received after this time will not be addressed. Written addenda may be issued when changes, clarifications, or amendments to this document are deemed necessary to document holders registered with the Purchasing Agent. Receipt of any addenda must be acknowledged in writing as part of a proposal. Each proposer shall be responsible for ensuring that they have received any and all addenda. The City shall not assume responsibility for the receipt by the contractor for any addenda.

RESERVATION OF RIGHTS

The City of South Portland reserves the right to evaluate the submitted proposals, waive any irregularities therein, select the candidate(s) with whom to interview and/or negotiate contract(s) and to reject any or all proposals that it deems in the City's best interest to do.

The City reserves the right to substantiate firm's qualifications, capability to perform, availability, past performance record and to verify that proposing organizations are current in their obligations to the City. The City reserves the right to make a request for additional information from any proposer to assist in understanding or clarifying their Proposal.

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response, including costs incurred by the vendor in preparing for or conducting any site visitations.

Pursuant to South Portland City Code, the City reserves the right to cancel any contract immediately for cause, or for convenience on thirty days prior written notice to the contracted firm. The City also reserves the right to include in the contract for services other terms and conditions not specifically set forth herein, including but not limited to terms and conditions required by non-City funding sources.

It is the custom of the City of South Portland, Maine to pay its bills 30 days following receipt and approval of correct invoices for services. In submitting proposals under these specifications, proposers should take into account all discounts; both trade and time allowed in accordance with this payment policy. 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. Proposers who are delinquent in their financial obligations to the City must bring any delinquent obligations current before the City will execute a contract for services.

October 22, 2024

Matthew F Fitzgerald
Purchasing Agent

BACKGROUND AND PROJECT DESCRIPTION

The City currently operates business from various buildings, some of which are in poor condition and not designed for the activities they are being used for. In 2017, a new facility was built and houses Public Works, Facilities and Parks, with a Transfer Station and solar array on the property. A former elementary school building houses Code Enforcement, Planning, Sustainability, IT and Economic Development departments, which was intended to be temporary in 2019, with the IT Department in a modular attached to the building. The Public Library was constructed in 1966, which a branch added in 1974, and has not undergone any type of significant updating or renovation. City Hall established in its location in 1931 in a former church building converted into office space and has had one addition. The Assessing Department is housed in a one level brick former bank building in the parking lot behind City Hall.

The Central Fire Station was built in 1950, with an additions made to house the Police Department in 1968 and 1998.

In 2018, the City began a feasibility study of options for renovating the Central Fire and Police station on its current site. The City Council received that report in 2021 and subsequently decided to appoint a Facilities Committee to evaluate options for renovating or replacing those and other City buildings. That Committee completed its work and reported to the City Council in 2024, which the Council approving moving forward with the recommended option which is (not in order):

1. Renovate the Mahoney School building to centralize services of City Hall, Assessing, Code Enforcement, Planning, Sustainability, IT and Economic Development departments; include a new Public Library and Community Arts Center.
2. Build a new Police Station on the Mahoney site.
3. Demolish the current Police Station attached to Central Fire, renovate and expand Central Fire at its current location.

Material and reports relating to the facilities study and recommended option can be found here:

<https://southportland.gov/Mahoney>

The City will need to finance an estimated cost of \$77,111, 000 for most of this work, which will require a bond referendum that is anticipated to be on the ballot in November of 2026. The City will need to secure a design/engineering team that will ultimately provide a solid cost estimate that can be voted on that November. If the referendum passes, that firm will then provide the services for bidding and constructing the projects.

This Project is to provide assistance to manage and represent the City's interest in the design, renovation and construction related to these facility projects. It would begin by assisting and advising the City in determining elements of and issuing an RFP for design and engineering services, reviewing responses and selecting the best team.

Once the team is selected, the Owner's Representative would also work with the City to prepare for the referendum, including determining the final cost estimate and providing support during the public outreach and discussion process. They would then serve as the City's representative and primary contact during all construction, managing all aspects including communication among the design team, contractors, City staff and the public.

SCOPE OF WORK

This project has two phases because a referendum must pass in order to finance the construction. The contract for services will be separated into these Phases, with PHASE TWO being executed only in the event of a referendum passage and the City securing the funding for the project.

PHASE ONE

Phase One is to issue an RFP to select a design team who can perform design and engineering work to the point of developing a solid cost estimate that can be used for the referendum. Once a referendum is passed, the amount authorized to finance cannot be more without going back to referendum, so it is important to have the best cost estimate possible. The Design and Engineering RFP will also reflect the two phases of work. The selected Owner's Representative will be expected to provide the following services for this first phase:

1. Assist and advise the City in determining the elements of and issuing an RFP for design and engineering services. Be the point of contact for answers to questions during that process, being part of the selection team to review responses and select the best team.
2. Serve as the City's representative and project manager in the oversight and administration of the design contract. Ensure adherence to contract terms, conditions, fees and timeline.
 - a. The primary City team for this project will be the Facilities Director, Finance Director and City Manager. The Owner's Representative will work closely with them and keep them informed of progress, issues, financial concerns and check in on specific design elements or other decision points.
3. Provide value engineering and analysis throughout the design phase to ensure reasonable design elements, while meeting the City's overall goals, reduce long-term operational (life cycle) costs, maintain a level of quality, utility, function, and performance of the facilities. Ensure the project design meets the City's One Climate Future goals, including stretch code and net zero design.

4. Provide thorough review of all cost estimates during the design phase, providing input and insight regarding their reasonability and accuracy.
5. Ensure the design incorporates required elements related to permitting according to all local, State and Federal regulations, as well as utility requirements.
6. Advise the City on available programs for funding assistance or grant opportunities that they are be aware of to support the cost of construction. Inform the design in ways to maximize eligibility with potential funding sources. Assist with applications for funding.
7. Coordinate efforts with the design team and City staff, including the City's Communications Officer, on public information during the design process. Contribute to public updates and educational materials, attend public meetings as necessary.

NOTE THAT if, after this Phase, the referendum does not pass, the City and Owner's Representative will discuss next steps. At a minimum, PHASE TWO will be delayed. There could be revisions to the design, parts of the project may be abandoned or reprioritized. The City may need additional services from the Owner's Representative, which will be negotiated based on how the City decides to move forward.

PHASE TWO.

This PHASE will take the design to completion, proceed with bidding and constructing the project.

Bidding and Contract Execution.

1. Assist and advise the City in negotiation of Phase Two of the design and engineering contract.
2. Continue to serve as the City's representative and project manager during the final stages of design and preparation of bid documents. Ensure adherence to contract terms, conditions and fees and timeline.
3. Review project drawings and specifications for accuracy and completeness of the design, identifying problems or omissions. Advise ways to resolve coordination conflicts in the construction documents.

4. Review bid documents and cost estimates as soon as they are prepared and discuss with the City of any problems or omissions. Review construction factors relating to costs and the goals of the City including, but not limited to, alternative designs or materials, geotechnical studies and soil analysis, life cycle costs, green design concepts, site use and design issues, value engineering, project phasing, accessibility compliance, and possible economies of scale opportunities.
5. Review bid documents to ensure compliance with any grant or funding source requirements, as well as other local, State and Federal requirements.
6. Continue to perform value engineering and analysis for the final bid documents and maintain full understanding and knowledge of the design. In conjunction with the Purchasing Agent, issue the bid package, conduct any pre-bid meetings, advise on and provide answers to questions.
7. Provide an analysis of all bids received and make recommendations for award. Attend meetings to review recommendations and attend required City Council meeting(s) for final award.
8. In conjunction with the Purchasing Agent, administer execution of final contract document(s), including all required bonds, insurances and subcontract selections.
9. Develop a format for detailed Project Budget and Cost tracking that can also be summarized for reporting information to boards, committees and the public. Develop a detailed Master Project Schedule for the complete project through final commissioning. The schedules shall also include the occupancy of the facilities and allowance for procurement and delivery of technology, furniture, fixtures and equipment.

Construction Oversight and Management.

1. Administer construction contract during all phases of the project. Maintain project schedule, ensuring contractor adheres to terms and conditions and maintains timelines. Maintain project budget and costs to ensure the project does not exceed funding. Meet regularly with the City to provide updates, discuss any issues, advise on solutions and receive direction and guidance. Maintain related contract documents such as insurance certificates, labor and materials lien waiver.

2. Maintain a log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status.
3. At least monthly, review with the City the total project budget and costs, including all anticipated "soft" costs, during all phases of the work, forecasting to the final total in order to advise on any unforeseen changes and make recommendations for corrective action.
4. Coordinate milestones, phasing, and movement of occupants in and out of areas as the project requires.
5. Ensure contractor adheres with any grant documentation and posting requirements and certify payrolls as necessary. Keep all documentation throughout the project and turn in a complete file to the City upon completion.
6. Maintain all project related communications, collect all project-related documentation, and establish and maintain a document control system. Establish procedures for reviews, approvals, changes submittals, RFI's and other construction related processes.
7. Maintain, and monitor a master list of permits, licenses, and approvals required for the Project and update it as necessary through project completion, identifying each permit, the party responsible for obtaining it, and status.
8. Receive and review all submissions, documenting final approvals and consulting with the City on non-routine changes.
9. Review and approve all change orders, in consultation with the Facilities Director and Finance Director.
10. Develop a process to review and approve all project invoices and requisitions for payment in a timely manner. Maintain all cost documentation and accounting records in a form suitable for submission as may be required for grant reimbursement and audit.
11. Assist in procurement of additional consultants and items outside the construction contract, such as furnishings. Make recommendations to the City to expedite procurement of long-lead items to ensure delivery by the required dates.

12. Prepare and maintain a punch list of items near the end of the project. Work with the contractor to resolve that list and coordinate with the City on any outstanding issues. Perform oversight of final commissioning of systems.
13. Upon completion of the project the Owner's Representative shall certify as to the conformity with approved plans, specifications and drawings. Obtain final as-built plans before approving final payment.

QUALIFICATIONS AND REQUIREMENTS

The Owner's Representative must meet the following qualifications:

- Working knowledge of architectural and engineering design process for facilities, general construction and project management. Demonstrated skills in technical writing, communications, contract administration, report preparation and budget development and administration.
- Strong background in planning, design phase management and experience managing multiple projects simultaneously.
- At least ten (10) years of experience managing the construction and renovation of similar use facilities. PMP, LEED, EDAC certifications preferred. Experience with municipal projects, including fire and police stations.
- Working knowledge and understanding of engineered plans and specifications, code and legal requirements of similar use facilities. Professional Engineering license is a plus.
- Demonstrated ability to work effectively and collaboratively with multiple parties, such as, owners, design team, regulatory officials, and utilities. Experience managing conflict on the jobsite and resolving issues successfully.
- Attention to budget and timeline constraints and proven ability to complete projects according to outlined scope, budget, and timeline
- Willingness and ability to be on site as much as needed and during various times and days.

CONTRACT

By submitting a proposal, the selected Owner's Representative agrees enter into a contract for services as an independent contractor, which will be substantially in the form included in this RFP.

PROPOSAL REQUIREMENTS

Proposals should include the following information:

- 1) Complete form Proposal Pages.
- 2) Cover page, with Owner's Representative name and contact information
- 3) Profile of Company - Include the size of the firm, type of firm, firm background, and location from which work on this project will be performed.
- 4) Description of your approach to the project and understanding of scope.
- 5) Qualifications of all personnel proposed to work on the project. Identify who the lead person and primary contact will be. Statement or documentation of how the Qualifications set forth in Section 5 are met.
- 6) Provide examples of the most recent projects that the firm has performed the same or similar scale of services to those required in this project. Include primary owner contact information, who the firm's primary Rep was, budget and schedule performance. Also include information about each project's sustainable design and/or construction methods.
- 7) List any current or past litigation, arbitration or mediation related to work as an Owner's Representative.
- 8) Cost proposal
 - a) Firm fixed, not-to-exceed, price for PHASE ONE services. This will be used for the basis of award.
 - b) Estimated cost for PHASE TWO, considering a timeline from referendum passage in November of 2026. This is for estimating purposes and determining funding needs.
 - Issue bids - Summer of 2027
 - Award construction contract - Fall 2027
 - Estimated substantial completion - Fall of 2029
- 9) References-name, contact information and project.
- 10) Other information, qualifications and/or exceptions the firm may consider appropriate to the selection process.

SELECTION and AWARD

PROCESS

A Selection Committee will review and analyze proposals for content and completeness. Using the weighted Selection Criteria, the Committee may select some or all of the firms who proposed to interview. Selected firms may be requested to furnish additional information prior to, during, or following the interviews. All review and evaluation will be according to the Selection Criteria contained in this RFP.

Based upon the response to this RFP and the subsequent interviews, a single firm will be selected. The City reserves the right to negotiate on the scope of services and price, whether or not that consultant's proposal is the lowest cost to the City. The fees and details of the Scope of Services are all subject to negotiation. In the event that the negotiations with the selected firm fail to result in an acceptable fee or terms, the City will make written notification to that firm that the negotiations are terminated and will then invite the next ranking firm to negotiate.

The final selected firm shall enter into a formal contract for the project, which will require City Council approval. The Purchasing Agent shall provide written notice to inform candidate firms of the final results of the selection process.

SELECTION CRITERIA

The award of this contract shall be made to the firm whose proposal, in the opinion of the City of South Portland, best meets the established elements and criteria described in this RFP. Each item of the Criteria has been assigned a weight based on the importance of that item to the City. Firms considered most qualified by the Selection Committee will be invited to meet with the Committee to make a presentation of their proposal. Following these presentations, scores assigned in the initial evaluation may be revised.

The Committee will evaluate the information provided, and rate each firm using the points system as indicated in the following evaluation table. Points are awarded to each section as shown below:

Demonstrate the ability to manage the project to successful completion as designed, on time and within budget	40%
Qualifications and Relevant Experience	30%
Cost Proposal (PHASE ONE only)	20%
Project Understanding	10%

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

**CITY OF SOUTH PORTLAND
PROPOSAL FORM**

**RFP #13-25 PROPOSAL - OWNER'S REPRESENTATIVE for
CITY FACILITIES RENOVATION AND CONSTRUCTION**

TO: Purchasing Agent
City of South Portland
25 Cottage Road
South Portland, ME 04106

To Whom It May Concern:

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from. The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The proposer acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____ PHONE NUMBER: _____

EMAIL ADDRESS: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL,
OTHER _____

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX ID #: _____ FEDERAL UNIQUE ID#: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

APPENDIX A**FEDERAL
DOCUMENTATION****FEDERAL REQUIREMENTS FOR THIRD PARTY CONTRACTING**

- A. **Conflict of Interest.** By entering into this contract with CITY to perform or provide work, services, or materials, Consultant has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that Consultant or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITY and take action immediately to eliminate the conflict or to withdraw from this contract, as CITY may require.
- B. **Access to Records.** Consultant agrees to provide to CITY or any federally authorized representatives access to all records to the extent required by 49 U.S.C. § 5325(g). Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed;
1. Maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract except in the event of litigation or settlement of claims arising from the performance of this contract. In such case, Consultant agrees to maintain same until the CITY has disposed of all such litigation, appeals, claims, or exceptions related thereto, or until the end of the regular three-year period, whichever is later, pursuant to 49 CFR Part 18.42.
 2. *Include these contract terms, as modified to apply to each sub-consultant, in each subcontract issued pursuant to this contract.*
- C. **Affirmative Action/Equal Employment Opportunity.** The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Consultant agrees to include these contract terms, as modified to apply to any sub-consultant, in each subcontract issued pursuant to this contract.
- D. **Certification regarding Debarment, Suspension, Other Ineligibility, and Involuntary Exclusion.** Consultant will certify eligibility for participation in any federally funded transaction by signing the form included in this Agreement.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

The Respondent, _____ certifies, by submission of this proposal, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

The Respondent agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200, while this Request for Proposals ("RFP") is pending and throughout the period of any contract that may arise from this RFP. The Respondent further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Transit District ("GPTD") if at any time the Respondent learns that his/her subcontractor's certification was **erroneous when submitted or has become erroneous because of changed circumstances.**

By submitting this proposal and affixing a signature below, the Respondent certifies that the above statement is a material representation of fact upon which reliance is placed by GPTD. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPTD may terminate this transaction for cause of default.

If the Respondent is unable to certify to any of the statements in this certification, the Respondent shall **attach an explanation to this certification.**

The Respondent certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Company Name