



CITY OF HALLOWELL

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REQUEST FOR QUALIFICATIONS FOR COMMUNITY ENGAGEMENT AND COMPREHENSIVE PLAN UPDATE

Issued: November 1, 2019 | Due: November 20, 2019

I. SCOPE OF THE REQUEST FOR QUALIFICATIONS

A. Introduction and Background

The City of Hallowell is a service-center community on six square miles in Kennebec County, central Maine. Located along the scenic Kennebec River, Hallowell is home to 2,400 people and features an historic downtown with a thriving art and music culture, charming historic neighborhoods, a waterfront boardwalk, walking trails in natural environments, and pastoral farmland and rural landscapes.

The City of Hallowell seeks the services of a qualified planning consultant ("Consultant") to work with and assist the City Staff and the Comprehensive Plan Committee ("the Committee") with hosting a community engagement and planning effort, culminating in an update to the existing 2010 Comprehensive Plan, which is available online at:

[https://hallowell.govoffice.com/vertical/sites/%7B9B342949-3E79-4064-B52A-92C27ED57113%7D/uploads/Hallowell_Plan_2010_Council_approved_10-12-10_\(2\).pdf](https://hallowell.govoffice.com/vertical/sites/%7B9B342949-3E79-4064-B52A-92C27ED57113%7D/uploads/Hallowell_Plan_2010_Council_approved_10-12-10_(2).pdf)

The Comprehensive Plan ("Plan") is the foundation for determining effective public policy, master planning, and land use decisions for the future, and will provide an ongoing framework for informed and directed development. The updated Plan will include goals, objectives, and strategies, and will utilize maps, graphs, and other imagery tools to analyze, assess, and recommend best practices in planning for economic development, housing, infrastructure, and other improvements that reflect Hallowell community goals and values.

The selected Consultant will be responsible for working closely with the Committee and City staff. The City Manager will be the Project Director and will serve as the primary contact and coordinator between the City, the Committee, and the selected Consultant. Other City staff will be available as necessary to contribute information and analysis.

B. Scope of Work

1. Any Consultant selected by the City pursuant to this RFQ will be required to enter into a not-to-exceed contract.
2. The selected Consultant(s) and the Committee will jointly develop a detailed scope of work, including task responsibilities, list of product submittals, and time schedule to complete the project.

3. The FY20 budget (July 1, 2019-June 30, 2020) for Comprehensive Planning is \$30,000, including the costs to host public meetings. Pending review of qualifications and cost projections from responses to this RFQ, the full cost and multi-year funding of contracted services will be determined by the Hallowell City Council, with recommendations from the Comprehensive Plan Committee and the City Manager.
4. The Consultant should expect to attend at least one in-person meeting per month with the Committee, plus additional remote and in-person meetings with staff as needed. The Consultant and the Committee will schedule public meetings as determined in the detailed scope of work, and as needed if the scope evolves.
5. The Consultant will demonstrate Proof of Insurance and agree to indemnify the City from any insurance claims against the Consultant related to any contract resulting from the submission of qualifications.
6. The Consultant must possess demonstrated education, experience, and capacity to complete all of the following tasks cooperatively with Committee members:
 - a. Facilitate community meetings, workshops, single and/or multi-day vision and design charettes, and other public engagement activities to educate the public with a common frame of reference on planning principles and concepts, discuss existing conditions and issues within the community, and work with the Committee to evaluate and update the vision described in the 2010 Comprehensive Plan.
 - b. Synthesize and report results from community discussions and the analyses of the 2010 Comprehensive Plan and help the City disseminate information to the public about the discussions and findings.
 - c. Assess the relationships between protection of natural resources, maintaining the built environment, planning future economic development, and sustaining and improving quality of life as strategies to create an environment that will attract residents and support new business and real estate investment.
 - d. Assess the City's role in promoting new growth and development to increase the tax base and maintain sustainable tax rates.
 - e. Revise and/or update the Hallowell Comprehensive Plan for compliance with Department of Agriculture, Conservation, and Forestry guidelines, the Growth Management Act, and other State law. Provide maps, data, and analysis to support Plan recommendations and meet State requirements.
 - f. Provide digital, editable, and printable copies of all final documents including reports, maps, and final plan.
 - g. Identify areas where the City will need to rewrite / revise the City of Hallowell Revised Code of Ordinances (1997) ("Ordinances") including but not limited to Chapter 9 and subchapters related to zoning, performance standards, and permitting, to bring them into alignment with the revised Comprehensive Plan.

https://hallowell.govoffice.com/index.asp?SEC={41D0122C-AB11-4B9B-8646-0FAFFBD716B6}&Type=B_BASIC&persistdesign=none

- h. Assist the Committee in presenting the Plan to the Planning Board and City Council for final approval.

The Comprehensive Plan Committee has assembled a list of areas that may merit specific attention and / or separate Master Plan activities, included in Attachment A.

C. Draft Project Schedule

Develop detailed scope of work with City Manager and the Committee	November – December, 2019
Organize Community Meetings and Community Meetings	Spring & Fall 2020
Synthesize Community input, report, draft Comprehensive Plan & Recommendations for areas of Ordinance Revision	Fall & Winter 2020
Bring Updated Comprehensive Plan to City Council for final approval	Winter 2020 / Spring 2021

D. Timeline for Selection & Project Completion

November 11, 2019:	Questions/clarifications regarding RFQ due
November 15, 2019:	Addenda issued, if needed, by 5:00 PM (via City website only)
November 20, 2019:	Submissions due by 3:00 PM
By December 9, 2019:	Submissions reviewed, interviews conducted; recommended Consultant contacted, contracted negotiated
December 9, 2019:	Contract awarded by City Council at its regular meeting
December 10, 2019:	Contract for Services Signed
June, 2021:	Date by which project must be fully completed to City specifications

The City reserves the right at its sole discretion to extend these deadlines as needed.

II. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Qualifications (“RFQ”) and any subsequent Contract for professional services are issued in accordance with the City Charter, the Revised Ordinances of the City of Hallowell (1997), and the purchasing policy of the City of Hallowell, Maine (“the City”).

SCOPE: The terms of this RFQ apply in like force to any subsequent proposal submission process and to any subsequent Contract resulting therefrom.

PAYMENT: Payments to be made by the City will be made by authorized personnel only.

SPECIFICATIONS: Consultant must submit qualifications in accordance with the terms and conditions and the Scope of Work set forth in this RFQ.

INVESTIGATION: By submitting qualifications, a Consultant represents that they have read and fully understand this RFQ and any addenda thereto.

CLARIFICATION OF RFQ: Consultants who request a clarification of the RFQ requirements must submit questions in writing to Nate Rudy, City Manager, in the manner and by the deadline specified in Section I.C. of this RFQ. All written questions must be received by the

City no later than the date or time stated herein. The City will issue a response in the form of an addendum to the RFQ if a substantive clarification is necessary. Oral instructions or information concerning this RFQ provided by the City or its employees to prospective Consultants shall not bind the City.

ADDENDA: Any change to this RFQ shall be made by written addendum issued by the deadline specified in Section I.C. of this RFQ. The City is not responsible for any explanation, clarification, response or approval made or given in any manner except by authorized addendum.

SUBMISSIONS: All submissions in response to this RFQ shall be filed with the City in person or via mail (USPS, FedEx, UPS, etc.) at: Diane Polky, City Clerk, City of Hallowell, Attn: COMPREHENSIVE PLAN UPDATE RFQ, 1 Winthrop Street, Hallowell, ME 04347.

Three (3) hard copies of the Qualifications and a digital copy on CD or flash drive must be submitted.

COST OF PREPARING QUALIFICATIONS: This RFQ does not commit the City to pay any costs incurred by a Consultant in preparing its submission in response to this RFQ.

AWARD: All contracts which may result from this RFQ will be awarded according to the provisions in the RFQ for which the Consultant is perceived to best fulfill the City's needs. The City reserves the right to reject any or all submissions, wholly or in part, or to award multiple contracts in whole or in part, to negotiate with any qualified Consultant, and to pursue any proposals that are deemed to be in the best interest of the City, which may not necessarily provide the lowest costs if the cost is outweighed by other important considerations, all at its sole discretion. The City reserves the right to reject the submissions of a Consultant who has previously failed to perform properly or to complete on time contracts of a similar nature. The City also reserves the right to reject submissions from a Consultant if an investigation shows that the Consultant is not in a position to perform the contract. The City also reserves the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy of the qualification, and do not improve the Consultant's competitive position. All awards will be made in a manner deemed in the best interest of the City.

LICENSES: A successful Consultant that is awarded a contract for services under this RFQ shall be responsible for obtaining and maintaining any and all necessary licenses, permits and authorizations to perform work in the United States, State of Maine and the City, at no cost to the City.

WITHDRAWAL/CANCELLATION: This RFQ is not a commitment by the City to enter into a contract for services with any particular entity or Consultant. The City reserves the right, in its sole discretion, to withdraw this RFQ at any time prior to entering into such a contract and/or to reissue the RFQ at a later date, if in the City's sole estimation it is in the best interest of the City to do so. The City reserves the right to modify, revise or cancel this RFQ, at its sole discretion without liability to any Consultants. The receipt and review of submissions or the completion of interviews do not obligate the City to award a contract.

LATE SUBMISSIONS: Submissions received after the scheduled closing time for filing may be rejected by the City, without liability to a Consultant. Consultants assume all responsibility for timely submissions in accordance with this RFQ. The City shall have no obligation to consider late-filed submissions.

CONFLICT OF INTEREST: A Consultant submitting Qualifications thereby certifies that no elected or appointed official, agent or employee of the City who has a pecuniary interest in this RFQ has participated in the preparation of this RFQ or contract negotiations; that the Qualifications are submitted in good faith without fraud; that the Consultant is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the Consultant (including all subcontractors) is able to perform all the services specified in this RFQ without any conflict of interest. Consultants must disclose if any City official has a pecuniary interest in the Consultant being awarded the contract. A breach of this provision shall be deemed an anticipatory breach under the terms of any contract issued in accordance with the RFQ.

AUDIT REQUIREMENTS: A Consultant that is awarded a contract under this RFQ shall maintain such records as are required by the City in order to allow the City to fulfill its reporting requirements to the State of Maine or other agencies. A successful Consultant shall allow the City or other agencies authorized by the City, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

GOVERNING LAW AND VENUE: This RFQ and any resulting contract(s) shall be interpreted and governed by the laws of the State of Maine without regard to its conflicts of law provisions. Any legal action or proceeding involving this RFQ or resulting contract shall be venued in Kennebec County, Maine. By submitting Qualifications to this RFQ, a Consultant waives any objections that such jurisdiction is improper or inconvenient.

III. QUALIFICATIONS PREPARATION AND SUBMISSION

A. RFQ Clarification

Questions and requests for clarification regarding this RFQ must be directed via email to the person listed. The deadline for initiating such questions and/or clarifications is specified in Section I.C. of this RFQ. Addenda will be issued, as needed, no later than the date specified in Section I.C. of this RFQ solely through the City website at:

<http://www.hallowell.govoffice.com/>

Refer written questions to:

Nate Rudy, City Manager

citymanager@hallowellmaine.org

B. Pre-Submission Conference

The City will not host a pre-submission conference.

C. Qualifications Format

1. Submissions [three (3) hard copies] must be submitted to the City at the time and date specified in section I.C.
2. Hard copies must be doubled-sided, bound only with a clip and without notebooks, binding, or plastic covers. Submissions must also be accompanied by an electronic copy via email or on a flash disk or on a CD-ROM to facilitate wider distribution. Adobe Acrobat/PDF format is strongly preferred.
3. It is the Consultant's responsibility to ensure that submissions are received prior to the specified closing date and time. Submissions received after the specified closing date and/or time may not be considered. The City shall not be responsible for the proper identification and handling of any submissions.
4. By submitting Qualifications, a Consultant is accepting the General Instructions of the RFQ (reference Section I of the RFQ).

D. Required Qualifications Content

1. Submittals must clearly demonstrate the Consultant's understanding of the services requested, the approach to carry out the project, experience with similar projects and the ability to complete the work in a timely manner. A detailed scope and not-to-exceed fee for services will be negotiated later with the selected Consultant. Please do not provide any fee or salary information with this submittal.
2. The Submittal should be organized as closely as practicable to the format and sequence indicated in these instructions and submitted as outlined below.

The following information must be included in the submittal:

- a. Contact Information: Name, address, phone number, and e-mail address of Consultant contained in a cover letter. A signature page must be included with the qualifications stating, "I certify that all of the information contained in these qualifications is true and accurate".
- b. Project Approach/Schedule: Outline the generalized approach to complete the project within 18 months. Please include a schedule that outlines project deliverables and any other relevant milestones.
- c. Experience: Listing and description of relevant projects in which the consultant(s) had significant roles.
- d. Qualifications of Consultant(s): Submit resumes of all project team members and identify member time commitments for project.
- e. Consultant References: Please provide a list of three to ten clients with whom the company has done business similar to that required in this solicitation in the last five (5) years. Include points of contact (person's name, company name, address, and telephone number) and a brief description of the project. If contacted, all references must verify that a high level of satisfaction was provided. The City will determine which, if any, references are contacted. The results of any reference

checks will be provided to the scoring committee and used when scoring the written Qualifications.

- f. Page Limit: NO more than 15 pages, excluding references.
- g. Font Type and Size: Times New Roman — Twelve (12) point font on 8.5" X 11" paper.

IV. EVALUATION AND ASSESSMENT OF QUALIFICATIONS

- 1) The City will evaluate and rank the written submissions. The following qualifications and standards are examples of anticipated considerations:
 - a. Project Approach/Schedule/Deliverables — 40%
 - b. Consultant Experience — 20%
 - c. Qualifications of Consultant(s) —15%
 - d. Consultant References — 15%
 - e. Other Intangible Factors — 10%
- 2) Request for Qualifications will be used to the successful Consultant or, as needed, to help the City generate a short list of consultants who will be asked to submit proposals to the City. Once the successful Consultant has been selected, contract negotiations will begin.
- 3) The City may in its sole discretion also consider additional factors.

Equal Opportunity Employment: Selection will be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City is an Equal Opportunity Employer and encourages submissions from minority and women-owned businesses.

V. PROPOSAL ACCEPTANCE

If any proposals result from the RFQ review, they shall remain firm, irrevocable and subject to acceptance for at least 90 calendar days after the submission deadline. The final contract proposal is subject to City Council approval. The City will meet with the consultant to negotiate the terms of a Notice of Award to the successful bidder setting forth the Work and Alternates (if any) to be completed and the total not-to-exceed price agreed to for completion. The City may elect to submit a Request for Proposal to a selected number of respondents to the RFQ. The City will thereafter deliver to the successful bidder the contract between the City and the successful bidder, which shall set forth the Work and Alternates to be completed. The successful bidder shall return the executed contract to the City, with all required attachments, in the time specified by the City. After obtaining final reviews, the City will deliver one fully executed counterpart of the contract to the successful bidder.

The City reserves the right to reject any or all of the submissions and to waive any deviations or irregularities at its sole discretion. Any submissions received after the deadline may be rejected.