



**CITY OF SOUTH
PORTLAND, MAINE REQUEST FOR
PROPOSALS #28-25**

DESIGNER SERVICES

for

CITY FACILITIES RENOVATION AND CONSTRUCTION

NOTICE

The City of South Portland is seeking qualified Designer(s) to assist the CITY in the process of designing and administrating construction and renovations for multiple City building projects. In summary, the renovation of the former Mahoney School building will house City central services including 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 is proposed to 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.

The intent is to have the three projects in design during the same period. It is envisioned that the projects would be delivered utilizing one or more construction managers over several years. The current approach is that the Police Project would be first and Renovations to the Mahoney School building and the Fire Station may proceed simultaneously or with some overlap. Respondents should clearly describe their team's experience with simultaneous delivery of uniquely different projects under the project approach section of their submission. Proposals should identify in the Project Approach, if the firm is submitting on the combined projects or select program elements.

These proposals will be received until **2:00 PM on Wednesday, April 16, 2025**. Late proposals will not be accepted. Proposals must be submitted electronically to mfitzgerald@southportland.org with the subject as **RFP # 28-25**. 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 a Fixed-Fee Proposal for Phase 1 as described below on the Proposal Page 11. The Fixed-Fee amount shall include all services as described under Phase 1 to be completed by July 30, 2026. Proposals will remain open for sixty (60) days after their opening.

This solicitation package includes a Draft Form of Contract with terms and conditions the City will require. Selected firm(s) must identify any provisions that are unacceptable in their submission.

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

PLEASE NOTE: The City reserves the right to select one or more respondents for the project assignment as may be in the best interest of the City. The City reserves the right to extend services to include future phases without additional solicitation.

QUESTIONS: All questions shall be directed in writing only to mfitzgerald@southportlandmaine.gov 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 the 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.

March 20, 2025

Matthew 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, with a branch added in 1974, and has not undergone any type of significant updating or renovation. City Hall was 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 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, with the Council approving moving forward with the following recommended actions which are (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 actions can be found here: <https://southportland.gov/CivicAlerts.aspx?AID=17>

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, the same firm will then provide the services for bidding and constructing the projects.

This Project is to provide Design, Engineering and Cost Estimating services to support 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 development of Department Programming, Space requirements, Site Test fits, and design concepts and develop an estimate to fully design and construct the intended projects.

Once the team is selected, the Design firm(s) shall work with the City and its Owner's Representative (Collier's Project Leaders) to prepare for the referendum, including determining the final cost estimate and providing support during the public outreach and discussion process. The selected firm(s) would then serve as the City's primary Designer during all design and construction administration aspects leading to the completion of construction and relocation of the impacted department. The Selected Design firm(s) are not intended to provide any services related to the existing facilities currently housing the affected departments with the exception of the Fire Department building

SCOPE OF WORK

This project has two phases because a referendum must pass in order to finance the remainder of the project and any 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 shall include those services described as Programming, Conceptual Design, Opinion of Probable Costs, and Project Narratives describing project challenges and proposed solutions resulting in a Feasibility Study. The Feasibility Study shall include a study of all alternatives including, but not limited to, a final design program, space summary, budget statement for City operational objectives, maintenance considerations, and a proposed total project budget(s). The Feasibility Study shall include, but not be limited to, the information required by the Authority's feasibility study scope including, but not limited to, a site development plan, environmental assessment, geotechnical assessment, geotechnical analysis, code analysis, utility analysis and coordination, conceptual building floor plans, conceptual exterior building elevations, narrative building systems descriptions, LEED v4.2 BD+C: New Construction and Major Renovation scorecard, cost estimates, project schedule, and proposed total project budget. A Sustainability Narrative and Summary Report of all sustainable efforts and Life Cycle Cost Comparison from a qualified Sustainability Consultant are required for this project(s).

Project objectives under consideration or required by the Owner include:

- Sustainability and Net Zero Emissions requirements
- Identification of community concerns that may impact study options
- Identification of specific milestone requirements and/or constraints of the City Departments including development of interior finishes standards for low maintenance and durability, temporary facility design and operations relocation;
- Gender neutral quarters and toilet rooms
- Accessibility

- Parking, traffic, biking and pedestrian access and safety enhancements
- Zoning HVAC and interiors to mitigate cross contamination
- Life cycle costs of operating the Facility, as it relates to future operational budgets
- US Green Building Council's LEED v4.2 Building Design + Construction (BD+C)
- CM-at-Risk Delivery Methodology Consideration

NOTE THAT if, after Phase 1, the referendum does not pass, the City and Designer(s) 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 Designer, 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.

The Scope of Design Services for the completion of design, bidding, and construction administration shall be based on the standard definitions as prescribed by the AIA and as described below.

Based on an accepted Feasibility Study and related concepts, the Designer will develop drawings and construction bid documents for the proposed building and related construction and site amenities. The Project services shall include preparation of drawings and other documents illustrating the means for substantially meeting the programmatic needs established during feasibility study and the direction of the City Manager in meeting the Estimated Construction Cost. Schematic design documents and drawings should show compliance with all applicable program elements, building and zoning codes, and environmental requirements, and include provisions for any required permits and variances.

Design Services; The Designer's Basic Services are described in detail in the AIA B101 Owner- Architect Agreement as amended by the City and attached hereto as Exhibit B.

The Designer's contract will require early and continued coordination with the City team for this project. All project dealings with contractors and subcontractors; documents for construction, identifying, as necessary, the scope of work for each trade; preparing drawings and specifications for subcontractor bid packages; and will require close adherence to established budget and schedule performance conditions and timelines. The contract will require the Designer to perform any necessary redesign services as required to meet the City's budget and program, at no additional cost to the City.

Contract Forms; The Designer will be required to enter into the City's standard form of Designer Services Agreement, attached, subject to modification of the final scope of services approved by the City. The City may engage the services of other consultants, as needed, outside the architect's contractual obligation, as well as hazmat consultant, or other consultants the City deems necessary beyond the contractual requirements of the Architect.

QUALIFICATIONS AND REQUIREMENTS

All applicants must meet the following list of minimum qualifications to be considered for the project. The applicant is responsible for presenting their qualifications in a clear and concise manner. The minimum qualifications are as follows:

1. Maine registered architect with a minimum of five (5) years of relevant experience in the design and construction administration of public safety construction projects. Maine registration and licensing in all other applicable sub consultant disciplines.
2. A thorough knowledge of the Maine State Building Code, the Americans With Disabilities Act, and all other local, State and Federal codes that would apply to this project.
3. Prior experience in design and construction of projects of similar size, cost and complexity.
4. Financial and operational ability to perform the design services on this project.
5. AIA 2030 Signatory with recent reporting history, demonstrated portfolio-wide improvement, and methodology for continuous improvement.
6. Individual professionals on the proposed project team with one or more of the following accreditation credentials: CPHC or CPHD for Passive House, LEED AP, WELL AP, or LFA.
7. Experience with design and construction of projects using CM@Risk, GMP delivery with early/phased delivery bid packages.
8. Submission of a completed Certificate of Non-Collusion by the applicant.
9. Submission of a completed Certificate of Tax Compliance Certification by the applicant.
10. Submission of a completed Certificate of Corporate Authority by the applicant.
11. The selected entity shall be required to carry at their expense professional malpractice and/or errors and omissions insurance with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate, with a deductible of no more than \$25,000.00 per claim. The selected entity shall also carry general liability and motor vehicle insurance policies listing the City as additionally insured in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage liability.
12. The selected entity shall also agree to indemnify and hold harmless the City, City Officials, employees, boards, commission, agents and representatives against all claims, course of actions, suits, damages, and liability of any kind which arise out of the negligence or willful misconduct of the selected entity.

CONTRACT

By submitting a proposal, the selected Owner's Representative agrees to 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 Designer 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(s) 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 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, the City may select a single or multiple firms for the project assignment. 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 TIMELINE

APPROXIMATE DATES

Review Committee Completes Initial Review	April 24, 2025
Interview(s) Week of	May 05, 2025
Notice of Award	May 13, 2025
Contract Negotiated and Signed by	May 27, 2025
Project Design Start Date	May 27, 2025

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 may 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 described, 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 #28-25 PROPOSAL – DESIGNER SERVICES 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.

PROPOSAL FORM

**RFP #28-25 PROPOSAL – DESIGNER SERVICES for CITY
FACILITIES RENOVATION AND CONSTRUCTION**

1) If bidding on a particular section(s) of the Phase 1 project:

Fixed-Fee amount shall include all services as described in Phase 1 to be completed by July 30, 2026.

A) Design New Police station only:

\$ _____

Fixed-Fee amount shall include all services as described in Phase 1 to be completed by July 30, 2026.

b) Renovation and addition of Fire station only:

\$ _____

Fixed-Fee amount shall include all services as described in Phase 1 to be completed by July 30, 2026.

c) Renovation of Mahoney to house all departments listed in the RFP only:

\$ _____

2.) If bidding Design Services for the Entire Project:

Fixed-Fee amount* shall include all services as described in Phase 1 to be completed by July 30, 2026.

\$ _____ *

***If bidding on 2 or all 3 sections of the Phase 1 project please note if there are any factors that would increase or**

decrease your Fixed-Fee if awarded all sections or if the above amounts should simply be added together:

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;
- I. 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.

