Request for Qualifications - RFQ # 25-20
Committee Facilitation Consulting Services

Proposals are being requested by the City of South Portland, Maine for Committee Facilitation Consulting Services for an *ad hoc* committee process, as specified below.

Complete written proposals shall be submitted via email only to Colleen Selberg, Purchasing Agent, at cselberg@southportland.org with "RFQ 25-20 Committee Facilitation Consulting Services" in the subject line. All electronic submissions will be acknowledged via email reply. If no reply is received after a reasonable period of time after submitting your proposal, please contact Colleen Selberg at 207-767-7608 to verify receipt. **Proposals are due no later than 4:00 p.m. on Thursday, January 9, 2020.** Proposals received after that time and date shall not be accepted. Proposals will be evaluated in accordance with the specifications detailed in the RFQ.

The selected consultant will be required to sign a contract and provide a certificate of insurance for public liability, property damage, professional liability, and worker's compensation coverage.

Each proposal shall be signed by a person legally authorized to bind the firm/consultant to a contract.

The consultant shall signify in their proposal that all conditions outlined in this Request for Qualification and the attached have been read and understood. The consultant shall rely only on information contained in this Request for Qualifications and any written addenda.

Selected sections of the consultant’s response may be incorporated as part of any agreement the City executes with the selected consultant.

Questions regarding this Request for Qualifications may be directed to City Manager Scott Morelli at smorelli@southportland.org only. Questions that may influence consultant responses will be answered in writing with copies being posted to the Purchasing Agent's webpage.

The City of South Portland reserves the right to negotiate with the selected consultant the scope of services and fees, whether or not that proposal is the lowest cost to the City. The City also reserves the right to waive or disregard any informality, irregularity, or deficiency in any proposal received and to reject any or all proposals received for whatever reason it deems appropriate.
# Table of Contents

Background ......................................................................................................................................... 3

Introduction ........................................................................................................................................ 4

Scope of Services ............................................................................................................................... 4

Project Deliverables ........................................................................................................................... 5

Qualifications of Consultant .............................................................................................................. 6

Evaluation of Proposals ..................................................................................................................... 7

Contingencies and Charges ............................................................................................................... 7

Fee Statement .................................................................................................................................. 7

Pricing & Term ................................................................................................................................. 7

Subcontractors .................................................................................................................................. 8

Project Timeline ............................................................................................................................... 8

Proposal Submittal ............................................................................................................................. 8

Attachments ...................................................................................................................................... 8
**Background**

The City of South Portland (the City), is located on the southern coast of the State of Maine in the southeastern section of the County of Cumberland, the State's most populous county. South Portland is the fourth largest city in Maine and the second largest in the region. Once principally a residential community, the City now enjoys a diversified retail, commercial, industrial, and advanced technology aspect to its economy. The City's port is the 2nd largest crude oil port on the U.S. East Coast. Six terminals and over 130 tanks handle petroleum cargo ranging from crude oil to jet fuel. There are also two pipelines; one transfers crude oil to a refinery in Montreal, while another carries refined products to the Bangor area.

On June 17, 2013, a citizen initiative petition was submitted to the City Clerk's office requesting an amendment to the City's Code of Ordinances to include a so-called "waterfront protection ordinance." On July 1, 2013, the City Clerk determined that the petition contained the required number of valid signatures and that each paper had a valid statement of the circulator, and the City Clerk forwarded the petition to the City Council. The proposed ordinance was then scheduled for a referendum vote.

On November 5, 2013, the citizen-initiated Waterfront Protection Ordinance was defeated by a vote of 4,453 against the ordinance to 4,261 in favor of the ordinance. That December, the City Council approved a moratorium on development proposals involving the loading of oil sands/tar sands products onto marine tank vessels docking in South Portland. The Council also created a Draft Ordinance Committee (DOC) made of three South Portland residents who were versed in interpretation or writing of municipal ordinances.

In June 2014, the DOC presented its recommendations to the City Council. One of these four recommendations included the so-called "Clear Skies Ordinance," which prohibits the bulk loading of crude oil onto marine tank vessels. Council subsequently adopted this ordinance and has since been defending itself from a lawsuit filed by Portland Pipeline Corp (PPLC). The City was victorious in the first round of the lawsuit, where a federal judge ruled in the City's favor. PPLC appealed to U.S. District Court in Boston, and this past summer oral arguments were held. The City is currently awaiting the court’s decision.

The second recommendation from the DOC was for the City to “work with local, state and federal agencies to establish an effective ambient air quality monitoring program to ensure that point source and fugitive emissions from crude oil storage terminals have no undue adverse impact on public health. Specifically, South Portland should consider adopting a so-called ‘Next Generation for Air Monitoring’ program.” Although the City did apply for at least one grant through the U.S. Environmental Protection Agency (EPA) for such ambient air quality monitoring, it was never successful in receiving grant funding.

In March 2019, the City learned that the EPA had filed a complaint against one of the local marine terminal operators – Global Partners, LLC – alleging violations of the Clean Air Act and the Maine state implementation plan, including:

- Failure to obtain an emissions license that addresses Volatile Organic Compounds (VOCs) from heated asphalt and No. 6 oil storage tanks
- Exceeding total VOC emission limits under an existing license from the Maine Department of Environmental Protection (DEP)
- Failing to take appropriate VOC emission control measures
• Failing to apply for an operating permit under Title V of the Clean Air Act

The City also learned that the EPA and Global had entered into a consent decree and the proposed decree, which was being considered by the court, was open for public comment. After several public workshops, which included officials from the Maine Department of Environmental Protection (DEP), the Council voted to submit public comments to the U.S. Department of Justice in response to the proposed consent decree. In addition, since there had been a renewed interest amongst elected officials and members of the public in air quality monitoring, the City and DEP began working with Global and Sprague, another marine terminal operator, on testing air quality in South Portland. This included both a short-term “grab canister” program where interested residents could take home an air canister that, when the valve was opened, would inhale the outdoor air over a period of 30 seconds to two minutes, the results of which would then be analyzed by DEP in their state-of-the-art laboratory. In addition, five sites were selected (one within each of the City’s voting districts) to house fixed air quality monitoring devices, which take 24-hour air samples every six days, similar to other DEP ambient air quality monitoring stations in other areas of the state. These sites will operate for one year – through November 2020 – and initial results have been presented to the City Council in two workshops, one as recent as November 26, 2019 (see attachments #2 and #3).

In addition to these efforts, City Council voted on September 10, 2019 to create the **ad hoc** Clean Air Advisory Committee (CAAC) via Order #52-19/20 (see attachment #1). The purpose of this committee is “to present the South Portland City Council with timely yet comprehensive recommendations on improving air quality throughout South Portland.” The committee consists of five members, one of which is an environmental engineer, one of which is an environmental attorney, one of which is an environmental chemist/scientist, and one of which is a public health officer, per the order. The fifth member is a cardiologist, though that was not required as part of the committee composition. The City Manager was designated to work with and provide reasonable assistance to the committee. The committee shall meet as needed at its sole discretion. Part of the Order required that the CAAC “select a consultant/facilitator that will help guide the committee’s meetings and work.”

**Introduction**

The City of South Portland proposes to engage the services of a consulting firm or individual to prepare and facilitate a committee based process to help the CAAC meet its purpose and duties as outlined by City Council Order #52-19/20 and further described below in the “Scope of Services.”

The objective of this RFQ is for the City to receive proposals from qualified firms or individuals capable of carrying out the work herein defined. The proposals will form the basis for evaluation and selection.

**Scope of Services**

The Facilitator will work in consultation with the City and the CAAC to structure a process that is designed to help the CAAC meet the City Council’s charge. Specifics around the process include:

• The Facilitator is expected to prepare for and attend all CAAC meetings in carrying out their responsibilities until the successful completion of the scope of work. The committee has not yet determined how often and for how long it will need to meet. Initial discussions indicate meetings will occur at least monthly, but likely every other week, for up to two hours each during early evening hours (i.e. 6:30 pm – 8:30 pm). Meetings will likely be held on Thursdays. The process is expected to take at least one year, but could easily last two or
more years depending on the committee’s findings. The Facilitator is expected to help the CAAC create a timeline;

- The Facilitator will determine if formal roles, such as committee chairs and vice chairs, are necessary;

- The Facilitator will determine how to best conduct the CAAC meetings, including how decisions are made, how items get on to an agenda, how debate occurs, whether and when public comment should be allowed, etc;

- The Facilitator will prepare all materials and make all other preparations for the committee sessions (e.g. invite resources, book facilities, prepare notices, create agendas, consult with staff);

- The Facilitator will work with City to determine best process to take meeting minutes;

- The Facilitator will determine the best platform for the committee to receive public comment;

- In addition to the committee meetings, the Facilitator shall be responsible for the facilitation of any public sessions, if initiated; and

- The Facilitator shall attend City Council meetings as needed for various committee check-ins or presentation of recommendations, some of which are short-term in nature while others are longer term. In addition, the Facilitator shall develop, create, and give the presentation of any committee recommendations to the City Council. This may include a final report, if necessary.

**Project Deliverables**

Facilitate a series of meetings with the CAAC spanning over a number of months or years, which results in the CAAC meeting the duties prescribed by Council Order #52-19/20, which may be amended from time to time, and includes but is not limited to:

- Familiarize itself with air contaminants that affect the quality of the air in the City of South Portland and all likely and potential sources of emission of air contaminants across the city. “Air contaminants” include, but are not limited to, dust, fumes, gas, mist, particulate matter, smoke, vapor, or any combination thereof;

- Identify and recommend means to routinely and systematically obtain air quality data throughout the City utilizing reliable principles and methods generally proven and accepted in the governmental regulatory or scientific community, as may be relevant;

- Identify and recommend processes/mechanisms to address any acute air quality issues throughout the City, on a priority basis, and ideally within 30 days of the appointment of members to the committee. “Acute air quality issues” shall mean air quality deemed detrimental, or reasonably likely to be detrimental, to the health of an individual based on short-term exposure, or which unreasonably interferes with the enjoyment of life and
property, specifically including due to odor;

- Identify and recommend processes/mechanisms to address any non-acute air quality issues throughout the City. “Non-acute air quality issues” shall mean air quality deemed detrimental, or reasonably likely to be detrimental, to the health of an individual based on mid-term, long-term, or otherwise prolonged exposure, or which unreasonably interferes with the enjoyment of life and property, specifically including due to odor. “Processes and mechanisms” shall include methods to control or reduce emissions of air contaminants to the lowest possible level. The committee may consider: A. The existing state of technology; B. The effectiveness of available alternatives for reducing emissions for the source being considered; and C. The economic feasibility for the establishment involved;

- Identify, consider, and recommend air quality standards and regulatory parameters to protect citizen health and quality of life. The determination of “air quality issues” and “air quality standards” shall be based on standards that are the product of reliable principles and methods and generally considered accepted in the governmental regulatory, scientific, or medical community, as may be relevant;

- Collaborate with the following organizations, as committee members deem beneficial:
  - Governmental agencies
  - Area municipalities and organizations of such municipalities
  - Other relevant organizations;

- Create measurable benchmarks and goals for air quality standards and provide monthly reports to the Council on their progress toward such;

- Present to the City Council their recommendations and answer questions from Councilors and members of the public; and

- Attend City Council meetings at which the issue of air quality is discussed.

**Qualifications of Consultant**

Consultants shall provide sufficient detail about the qualifications of the firm/consultant and key personnel to enable the City to make an informed selection. The City of South Portland seeks proposals from firms and/or individuals with facilitation expertise who have 1) relevant education and training in facilitation, 2) understanding of the issues related to the project, 3) experience with group facilitation and the coordination of group deliberations, and 4) the resources necessary to provide the services required. Preference may be given for experience with air quality monitoring efforts.

Items that must be provided in the response include:

- Description of firm/consultant (history, size, areas of expertise);

- A resume of each of the key project personnel proposed for this project including degrees, training certificates, and other accredited education focused on, but not limited to, facilitation, consensus building, collaboration, group dynamics, and communication. This
should include a list of representative projects of a similar nature that each key person had been involved with and a description of his/her role in those projects. Identify lead staff person for the project. Identify the percent of time each staff member will give to the project;

- Detailed description of three similar projects undertaken by firm/consultant;

- Client list with a very brief description of their project and the name of the contact person with phone numbers and email addresses if available;

- Detailed project outline. Alternate proposals or modifications to the work plan will be taken into consideration. Please be clear where your suggestions deviate from the attached work plan. The CAAC holds the right to accept or deny proposed deviations; and

- Statement signifying that all conditions outlined in this RFQ and the attached have been read and understood.

- Compensation: For the key and support personnel, provide a list of the hourly rate per person. Provide a list of reimbursable costs.

- Other information which proposers feel is relevant to this project. Please submit in a bulleted format with brief and concise descriptions.

Evaluation of Proposals
The CAAC shall evaluate proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, as well as the estimated service cost. The City may wish to conduct interviews with the firm/consultants most qualified, but is not obligated to do so. Proposals will be scored based on the following weighted criteria:

- Qualifications & Related Experience in Facilitation  25%
- Understanding of Issues Related to Project  25%
- Process Approach/Methodology  30%
- Compensation  20%

Contingencies and Charges
Bids shall be firm and not made contingent with any events that will occur after the contract is awarded. Changes to the bid must be agreed to, in writing, by the City.

Fee Statement
The fee statement shall provide a schedule of fees on an hourly rate basis for key personnel and support personnel assigned to the project. Include a rate for out of pocket expenses. Fees shall remain the same for the term of the contract. The scope of work may be subject to negotiations.

Pricing & Term
Pricing and responses to this RFQ must be guaranteed for a period of ninety (90) days after the award of the bid and should be inclusive of any and all charges to the City.
Subcontractors
The proposer may utilize the services of subcontractors in the performance of this project, provided the proposer makes clear notation in its response to this RFQ of its intention to do so. All subcontractors will be required to comply with the provisions of this RFQ. Proposer understands that the use of subcontractors does not relieve it of its obligations or duties pursuant to this RFQ.

Project Timeline
The project timeline is aggressive, with the CAAC meeting at least monthly but likely bi-weekly (twice a month) for at least one year but possibly as long as two or more years. The Facilitator is expected to assist the CAAC with a timeline.

Proposal Submittal
Bids must be submitted to the Colleen Selberg, Purchasing Agent, via email only at: cselberg@southportland.org and must include in the subject line "RFQ 25-20 Committee Facilitation Consulting Services". All electronic submissions will be acknowledged via email reply. If no reply is received after a reasonable period of time after submitting your proposal, please contact Colleen Selberg at 207-767-7608 to verify receipt. All submissions must be received no later than 4:00 p.m. on Thursday, January 9, 2020. The RFPs will be emailed to the CAAC members, who will score them and discuss the scores at their January 16, 2020 meeting. At that time the CAAC may either vote to recommend to the City Council a selected vendor or it may choose to interview some or all respondents before taking such a vote. The interviews would likely occur in late January 2020. City Council will ultimately need to approve the winning bidder. Depending on the CAAC’s decision, this selection could occur as soon as January 14, 2020.

Failure to meet any condition of the RFQ may result in rejection of the bid. The City reserves the right to select a firm/consultant for contract negotiations based on the content of the bid and relevant information obtained concerning past performance. In addition, the City reserves the right, without prejudice, to reject any and all bids.

Once received, the RFQ becomes the sole property of the City of South Portland, Maine.

Attachments
1. Order #52-19/20 creating the ad hoc Clean Air Advisory Committee.
4. Draft contract for services (blanks to be filled in and Exhibit A potentially to be updated as needed once a vendor is selected).
ORDERED, that the South Portland City Council hereby establishes the *ad hoc* Clean Air Advisory Committee as described below:

**NAME**
The name of this *ad hoc* committee shall be the “Clean Air Advisory Committee”.

**PURPOSE**
The purpose of the *ad hoc* Clean Air Advisory Committee shall be to present the South Portland City Council with timely yet comprehensive recommendations on improving air quality throughout South Portland.

Unless their charge is extended by the City Council, the committee shall be considered dissolved upon presentation of the recommendations at a meeting of the City Council.

**MEMBERSHIP**
The committee shall be comprised of five members who shall serve until the committee is dissolved. Members shall be appointed by the City Council through ranked choice voting and subsequent approval of a slate and shall include at least one but up to two representatives from the following professions:

- Environmental engineer
- Environmental attorney
- Environmental chemist/scientist
- Public health official

Disclosure of personal, professional, and financial relationship that represent a conflict of interest in committee work is required and may be grounds for disqualification from the committee. The disclosure must be made at the time of application.

The City Manager (or occasional designee) shall work with the committee and provide reasonable assistance, as needed.
The committee shall meet as needed at its sole discretion. The committee should strive to hold meetings in City Council Chambers so that they can be recorded and re-broadcast by SPC-TV. Notice of each meeting shall comply with the City’s notice policies and Maine’s Freedom of Access Act.

DUTIES
As part of its duties, the committee shall:

- Work with staff and City Council to select a consultant/facilitator that will help guide the committee’s meetings and work.
- Familiarize itself with air contaminants that affect the quality of the air in the city of South Portland and all likely and potential sources of emission of air contaminants across the city. “Air contaminants” include, but are not limited to, dust, fumes, gas, mist, particulate matter, smoke, vapor, or any combination thereof.
- Identify and recommend means to routinely and systematically obtain air quality data throughout the City utilizing reliable principles and methods generally proven and accepted in the governmental regulatory or scientific community, as may be relevant.
- Identify and recommend processes/mechanisms to address any acute air quality issues throughout the City, on a priority basis, and ideally within 30 days of the appointment of members to the committee. “Acute air quality issues” shall mean air quality deemed detrimental, or reasonably likely to be detrimental, to the health of an individual based on short-term exposure, or which unreasonably interferes with the enjoyment of life and property, specifically including due to odor.
- Identify and recommend processes/mechanisms to address any non-acute air quality issues throughout the City. “Non-acute air quality issues” shall mean air quality deemed detrimental, or reasonably likely to be detrimental, to the health of an individual based on mid-term, long-term, or otherwise prolonged exposure, or which unreasonably interferes with the enjoyment of life and property, specifically including due to odor.
- “Processes and mechanisms” shall include methods to control or reduce emissions of air contaminants to the lowest possible level. The committee may consider: A. The existing state of technology; B. The effectiveness of available alternatives for reducing emissions for the source being considered; and C. The economic feasibility for the establishment involved.
- Identify, consider, and recommend air quality standards and regulatory parameters to protect citizen health and quality of life.
- The determination of “air quality issues” and “air quality standards” shall be based on standards that are the product of reliable principles and methods and generally considered accepted in the governmental regulatory, scientific, or medical community, as may be relevant.
- Collaborate with the following organizations, as committee members deem beneficial:
- Governmental agencies
- Area municipalities and organizations of such municipalities
- Other relevant organizations.

- Create measurable benchmarks and goals for air quality standards and provide monthly reports to the Council on their progress toward such.
- Present to the City Council their recommendations and answer questions from Councilors and members of the public.
- Attend City Council meetings at which the issue of air quality is discussed.

BE IT FURTHER ORDERED, that the committee is authorized expend up to thirty thousand dollars ($30,000) to achieve its work.

Said amount shall be charged to the FY20 CIP Waterfront Master Plan Account #407765-658800-20562

Fiscal Note: Not to Exceed $30,000 (already approved in FY20 CIP)

Dated: September 10, 2019
South Portland VOC Air Quality Monitoring Project Update

November 26, 2019

Andrew Johnson, Director
Division of Air Quality Assessment
Review of Key Takeaways from May 23 Initial Monitoring Planning Meeting

• City’s stated monitoring objective:
  
  “Is the air safe to breathe?”

• Initial monitoring focus to be on measuring VOCs

• “Not targeting an industry, we’re protecting a community”
  • There are a variety of VOC sources in the City

• Monitoring effort to consist of two phases:
  • An immediate “grab” sampling phase done by citizens
  • Fixed 24-hour sampling sites phase, operated by DEP staff

• One fixed 24-hour sampling site in each district
  (i.e. five sites, plus one “floater” sampling system)
VOC Ambient Air Monitoring Project Goals

• To measure VOC air quality across the City generally to gain an in-depth understanding of them in South Portland, recognizing there are a variety of VOC sources present in the City.

• To report findings to the public and to work with the State Toxicologist to interpret those findings.

• To identify potential sources of VOC emissions that may require further controls or scrutiny.

• To correlate odor incidents as observed by the public with VOC data
Timeline of Significant Events
since last update on August 20, 2019

- Aug. 21: Project webpages and canister data added to DEP website
- Aug. 28: Meeting with Portland city officials
- Sep. 12: Last grab sample taken
- Oct. 16-24: Website update with latest data
- Oct. 31: 1st meeting of DEP & Maine CDC staff
- Nov. 20: Meeting with S.P. city officials and 2nd meeting with Maine CDC staff
- Nov. 26: City Council public workshop
Phase 1: Grab Sampling Completed

- Citizen training session on June 10
- 6 canisters made available each week for 12 weeks (June 10 – September 9)
  - 5 assigned to citizen volunteers
  - 1 assigned to S.P. Fire Department
  - 72 canisters in total
- 56 valid samples analyzed by DEP Air Lab
- 12 samples were invalid
- 4 canisters have not been returned
- Data has been shared with Maine CDC
Purposes of Grab Sampling Effort

- Opportunity for citizens to become involved
- A means of correlating odor incidents as observed by the public with VOC data
- Can help to inform the adequacy of the initial 24-hour site locations and potential “hot spots”
- NOTE: Grab sample data is not appropriate to use for comparisons to long-term average levels, guidelines or standards for health assessments. Maine CDC will go over this issue in their presentation.
Map of All Grab Sampling Locations

Grab sample locations are approximations
Map of Grab Sampling Locations

Grab Sample Locations are Approximate

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

www.maine.gov/dep
Map of Grab Sampling Locations

Grab Sample Locations are Approximate

Updated 11/20/2019
Map of Grab Sampling Locations

South Portland District 3

- Grab Samples
- Fixed VOC Sites
- Licensed VOC Facilities
- SP Voter Districts

Major Roads

Bulk Petroleum Storage:
- Citgo
- Global Oil
- Gulf Oil
- Portland Pipe Line
- South Portland Terminal
- Sprague

Updated 11/20/2019

Grab Sample Locations are Approximate

0 0.25 0.5 1 Miles

ATTACHMENT #2
Map of Grab Sampling Locations

Grab Sample Locations are Approximate

Major Roads

Bulk Petroleum Storage

- State assisted
- State hwy
- Toll highway
- Railroads
- Airport Runways
- Roads

- Ciego
- Global Oil
- Gulf Oil
- Portland Pipe Line
- South Portland Terminal
- Sprague

Updated 11/28/2019
Map of Grab Sampling Locations

South Portland District 5

Grab Sample Locations are Approximate

Updated 11/20/2019

ATTACHMENT #2

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
Phase 2: Fixed 24-Hour Sampling Update  
(as of November 26, 2019)

- 5 sites established and operating in South Portland (one per district)
- 2 sites established and operating in Portland (along with existing long-term Deering Oaks site)
- Sites are collecting samples every 6 days (SIP calendar schedule)
- DEP will operate this 8-site network for one full year (to November 2020)
- Samples analyzed by DEP Air Lab
- Data is being shared with Maine CDC on a monthly basis
# South Portland VOC 24-Hour Canister Ambient Air Monitoring Network Status

(as of November 17, 2019)

<table>
<thead>
<tr>
<th>Location</th>
<th>Installation Date / Date of 1st Sample</th>
<th>No. of scheduled samples</th>
<th>Data Completeness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessor’s Office</td>
<td>JUN 25 JUN 26</td>
<td>25</td>
<td>23/25 92.0%</td>
</tr>
<tr>
<td>High School Concession Building</td>
<td>JUL 1 JUL 2</td>
<td>24</td>
<td>7/24 29.2%</td>
</tr>
<tr>
<td>Bug Light Park</td>
<td>AUG 9 AUG 13</td>
<td>17</td>
<td>16/17 94.1%</td>
</tr>
<tr>
<td>School Administration Central Receiving Building</td>
<td>SEP 27 SEP 30</td>
<td>9</td>
<td>7/9 70.0%</td>
</tr>
<tr>
<td>Redbank Community Center</td>
<td>OCT 3 OCT 6</td>
<td>8</td>
<td>8/8 100%</td>
</tr>
<tr>
<td>Portland</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ocean Gateway</td>
<td>OCT 31 NOV 5</td>
<td>3</td>
<td>2/3 66.7%</td>
</tr>
<tr>
<td>West Commercial Street</td>
<td>OCT 31 NOV 5</td>
<td>3</td>
<td>1/3 33.3%</td>
</tr>
<tr>
<td>Deering Oaks</td>
<td>(MAR 14 2009)</td>
<td>25</td>
<td>25/25 100%</td>
</tr>
</tbody>
</table>
Map of 24-hour Sampling Site Locations
Latest Status of Fixed 24-Hour Sites

District 1: Bug Light Park
Latest Status of Fixed 24-Hour Sites

District 2: City Assessors Building
Latest Status of Fixed 24-Hour Sites

District 3: High School Concession Stand
Latest Status of Fixed 24-Hour Sites

District 4: School Administration Building
Latest Status of Fixed 24-Hour Sites

District 5: Redbank Community Center
Latest Status of Fixed 24-Hour Sites

Portland: Ocean Gateway
Latest Status of Fixed 24-Hour Sites

Portland: West Commercial Street
Latest Status of Fixed 24-Hour Sites

Portland: Deering Oaks
Using the Data to Categorize Emission Sources
Quantifying the Effort to Date

- The 7 new VOC air monitoring sites in South Portland/Portland exceed the number of other VOC sites (5) operating across the State
- 9 canister sampling systems = ~$20,000
  - Includes “floater” and backup/spare systems
- 48 canisters = ~$31,200
- 8 meteorological sensors units = ~$16,000
- Analytical costs = ~$50,000
- Total to date: ~$117,200
- In-kind staff time to plan and implement project – priceless!
Going Forward from Here

• Install and operate meteorological sensors units at all 24-hour canister sampling sites
• Deploy “floater” sampling system to confirm “interesting” results and/or locations (i.e. “hot spots”), and explore other project objectives as needed (e.g. Greenbelt Walkway)
• Re-establish canister sampling at Two Lights State Park
• Continue to do further assessments of all sample data and work with the State Toxicologist on interpreting findings
• Explore other pollutant categories to measure (e.g. hydrogen sulfides, particulate matter, PAHs)
• Continue to share findings and provide periodic updates and reports to the City, and upon request.
Contact:

Andrew Johnson
Andy.Johnson@maine.gov
(207) 480-0906

www.maine.gov/dep
Preliminary Health Assessment
South Portland Air Quality

Andrew Smith, SM, ScD
State Toxicologist
Environmental and Occupational Health Program
Maine Center for Disease Control and Prevention
November 26, 2019
Road Map

• Provide background information
• Evaluation of “Grab sample” results
• Evaluation of 24-hour sample results
• Evaluation of air levels averaged over time
• Describe future evaluation of data on asthma-related emergency department visits
Some Background

Inspection of Air Quality Results and Comparison to Health-based Guidelines

![Graph 1: 26Jul2019 Concentration (ppb-v)]

![Graph 2: Health-based Guideline in Assessors Office Concentration (ppb-v)]
Example: Health-based Exposure Guidelines for Acrolein

- **NIOSH REL** (NIOSH Workplace 10 hour day Recommended Exposure Limit)
- **AEGL-1 1hr** (EPA Acute Exposure Guideline Level for mild effects 1 hour exposure)
- **Acute MRL** (ATSDR Acute 1 to 14 days Minimal Risk Level)
- **AAG** (Maine DEP Ambient Air Guideline for lifetime exposure)
Focus Presentation on Three Chemicals

- Benzene, Naphthalene, Acrolein
- Three that come closest to exceeding health-based guidelines
How we assess short-term exposure to chemicals in outside air:

For each grab sample... For each chemical...

Grab 1
Grab 2
Grab 3
**Grab 4**
Grab 5
Grab #
Grab #
Grab 55

- Acrolein
- Benzene
- Naphthalene
- 1,3-butadiene
- Carbon tetrachloride
- Chloroform
- others

Above a Short-term Health Guideline?

ATSDR Acute MRLS EPA AEGIS
Comparison of grab sample results for Benzene to an acute health guideline
ATSDR’s Derivation of an Acute Toxicity Value for Benzene

10,200 ppb

10x

85 ppb

9 ppb

~10x

Decreased Immune Cell Activity (LOAEL)

Rodent to Human, LOAEL to NOAEL Conversions

Human Equivalent Dose (NOAEL)

Protection of Sensitive Individuals

Dose that is “safe” for sensitive members of the population

9 ppb

~120x
Comparison of grab sample results for Naphthalene to an acute health guideline.
Maine Derivation of an Acute Toxicity Value for Naphthalene

1,500 ppb

- Nasal lesions (NOAEL)
- Rodent to Human Conversions

25 ppb

- Human Equivalent Dose (NOAEL)
- ~60x

2.5 ppb

- Protection of Sensitive Individuals
- ~10x
- Dose that is “safe” for sensitive members of the population

Human Equivalent Dose (NOAEL)
EXAMPLE - Acrolein

Comparison of grab sample results for Acrolein to an acute health guideline

Acute MRL

Concentration (ppb-v)

Sample ID
ATSDR’s Derivation of an Acute Toxicity Value for Acrolein

300 ppb

LOAEL to NOAEL conversion

Nose, throat irritation, decreased breathing rate (LOAEL)

30 ppb

Estimated no observable adverse effect level (NOAEL)

Protection of Sensitive Individuals

3 ppb

Dose that is “safe” for sensitive members of the population

10x

10x

Maine CDC - 12
How we assess short-term exposure to chemicals in outside air:

For each location and each 24-hour sampling event...

Day 1 → 24-hr sample
Day 6 → 24-hr sample
Day 12 → 24-hr sample
Day 18 → 24-hr sample
Day 24 → 24-hr sample
Day 30 → 24-hr sample
Day 36 → 24-hr sample

For each chemical....

Acrolein
Benzene
Naphthalene
1,3-butadiene
Carbon tetrachloride
Chloroform
others

Above a Acute Health Guideline?

Benzene
Others

Maine CDC - 13

ATTACHMENT #3

ATSDR Acute MRLs
EPA AEGIS
Comparison of 24-hour sampling results for Benzene to an acute health guideline
Comparison of 24-hour sampling results for Naphthalene to an acute health guideline

[Bar graph showing concentration levels from 0.0 to 3.0 ppb-v with sample dates from 25 Jun 2019 to 2 Oct 2019]
Comparison of 24-hour sampling results for Acrolein to an acute health guideline
How we assess long-term exposure to chemicals in outside air:

For each location and for each 24-hour sampling event and each specific chemical result...

Day 1 → 24-hr sample → Benzene
Day 6 → 24-hr sample → Benzene
Day 12 → 24-hr sample → Benzene
Day 18 → 24-hr sample → Benzene
Day 24 → 24-hr sample → Benzene
Day 30 → 24-hr sample → Benzene
Day 36 → 24-hr sample → Benzene

Compute the average air level

Average Benzene Concentration in air

Above a Chronic Health Guideline?

Maine AAGs (EPA) ATSDR Chronic MRLs
Averaging of 24-hour sampling results for Benzene and comparison to a chronic health guideline

Sample date - Assessors Office sample station

- 24hr sample result
- Cumulative average
EXAMPLE - Benzene

Comparison of average 24-hour sampling results for Benzene across sampling locations with 95% confidence interval on the mean.
EPA’s Derivation of an Chronic Toxicity Value for Benzene (AAG)

Increase in cancer in workers (leukemia)

10,000+ ppb-years

Assumes Linear Dose-Response

0.4 ppb

Incremental Lifetime Cancer Risk of 1-in-100,000
EXAMPLE - Naphthalene

Averaging of 24-hour sampling results for Naphthalene and comparison to a chronic health guideline

Sample date - Assessors Office sample station

- 24hr sample result
- Cumulative average
EXAMPLE - Naphthalene

Comparison of average 24-hour sampling results for Naphthalene across sampling locations with 95% confidence interval on the mean
California’s Derivation of an Chronic Toxicity Value for Naphthalene (AAG)

Increases in nasal tumors:

- 10,000 to 60,000 ppb
- Assumes Linear Dose-Response

Incremental Lifetime Cancer Risk of 1-in-100,000

0.06 ppb
Averaging of 24-hour sampling results for Acrolein and comparison to a chronic health guideline

Sample date - Bug light sample station

- 24hr sample result
- Cumulative average
Comparison of average 24-hour sampling results for Acrolein across sampling locations with 95% confidence interval on the mean.
2018 HAPs Data – Acrolein Annual Averages

Source: Maine DEP Air Bureau (2019)
EPA’s Derivation of a Chronic Toxicity Value for Acrolein

400 ppb

Nasal lesions (LOAEL)

0.1 ppb

Human Equivalent NOAEL Dose

0.01 ppb

Dose that is “safe” for sensitive members of the population

Protection of Sensitive Individuals

Rodent to Human, LOAEL to NOAEL Conversions

~4000x

10x
Evaluate Health Outcomes - Asthma

Rates of Emergency Department Visits by Town
Cumberland County 2010-2014

Rates of Emergency Department Visits by Town
Statewide 2010-2014

Source: https://data.mainepublichealth.gov/tracking/
Potential Cluster Analysis
Example – Childhood Lead Poisoning

RELATIVE DENSITY OF CHILDREN AGE <6 WITH CONFRMRD ELEVATED BLOOD LEAD ≥ 5 ug/dL 2013-2017

Source: Map by Maine CDC; Center for Disease Control and Prevention; 2020; updated.

NOTE:
LEWISTON CITY
n=210 confirmed cases
(all shaded areas);
TREE STREETS NEIGHBORHOOD
n=151 confirmed cases
Next Steps for Maine CDC

• Continue to monitor 24-hour sampling results in partnership with DEP

• Continue to track cumulative averages for each location in partnership with DEP

• Obtain and evaluate data on asthma ED visits for Portland / South Portland

• Periodically report back to South Portland community
Questions?

Andrew Smith, SM, ScD
State Toxicologist
Maine Center for Disease Control and Prevention
andy.e.smith@maine.gov
AGREEMENT
BETWEEN CITY OF SOUTH PORTLAND, MAINE
AND
VENDOR

AGREEMENT is made this XX day of ______, 2020, by and between the CITY OF SOUTH PORTLAND, a body politic and corporate, located in the County of Cumberland and State of Maine (hereinafter the "CITY"), and VENDOR, located at ADDRESS AND EIN (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, the CITY has set out in the detail the objectives of its use of a Professional Facilitator and the scope of the services that firm will be asked to provide in the RFQ # 25-20 – Committee Facilitation Consulting Services, which is hereby incorporated by reference into this Contract (the “RFP”); and

WHEREAS, the CONSULTANT submitted a proposal dated DATE OF PROPOSAL for said services;

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

1. SERVICES

CONSULTANT agrees to provide the personnel, supplies, equipment and labor necessary to perform the Basic Services as outlined in the attached Exhibit A titled Committee Facilitation Consulting Services, a copy of which is attached hereto and by this reference incorporated herein as Exhibit A. Any substantial change or addition to the scope of Basic Services shall be agreed upon in writing by CITY and CONSULTANT and CONSULTANT agree 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 from CITY.

2. SCHEDULE

The initial term of this Contract shall be for a one year period beginning on the date of the contract signing unless terminated earlier as provided for herein. The CITY shall have the option to renew this Contract automatically for four (4) successive one (1) year option terms, on the same terms and conditions. The CITY shall be deemed to have exercised an option if, by a date thirty (30) days prior to the end of any term, the CITY has not notified the Firm of its decision not to exercise the option.

3. FEES

CONSULTANT shall submit an itemized monthly statement for services performed under this Agreement, and, if requested, show hours spent, hourly rates and tasks performed. Fees for services billed to the CITY at the rate of $ an hour not to exceed $ per month. CONSULTANT’s invoice shall be paid by CITY within thirty (30) days of receipt.

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 CITY, nor have any contractual relationship with the CITY. CONSULTANT’s Project Manager hereunder shall be _______________, and any deletion or change in Project Manager shall be subject to the CITY’s approval.
CONSULTANT further agrees that consistent with its status as an independent contractor, that its personnel will not hold themselves out to be, nor claim to be officers or employees of the CITY by reason of this Agreement.

5. STANDARD OF PERFORMANCE

CONSULTANT shall be and remain, fully responsible to the CITY 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 CITY, correct and revise any errors or deficiencies in its performance and shall pay CITY for any loss, damages, or costs, including attorney’s fees, resulting from CONSULTANT’s breach of this Agreement or incurred by the CITY for the replacement or correction of any part of the work hereunder which is deficient, or defective.

CITY shall provide CONSULTANT with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give CONSULTANT a reasonable time under the circumstances to correct said error or deficiency.

6. CITY’S REPRESENTATIVE

The CITY’s City Manager, or his/her authorized designee, shall act as the CITY’s representative in all dealings with the CONSULTANT.

7. DOCUMENTS

CITY agrees to furnish or provide access to CONSULTANT to any information or material in its possession that is relevant to CONSULTANT’s performance hereunder and CITY staff will cooperate with CONSULTANT. CONSULTANT will not, without CITY’s written consent, disclose or permit disclosure, by any officer, employee, or agent or subcontractor of CONSULTANT, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the CITY and be promptly delivered to the CITY upon request. All working papers shall be and remain the property of CONSULTANT but CONSULTANT shall make said work papers available to the CITY upon request and the CITY shall be provided copies of any or all working papers upon request.

CONSULTANT shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the CITY.

8. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the CITY its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney’s fees, arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act of omission of CONSULTANT, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the CITY which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.
9. **INSURANCE**

The **CONSULTANT** shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **CITY**, nor shall the **CONSULTANT** allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

It is a requirement that the **CITY** be named as an **Additional Insured** on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Per Project Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

(b) **Business Automobile Liability**

The **CONSULTANT** shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

- Bodily Injury and Property Damage: $1,000,000

Automobile physical damage coverage shall be at the option of the **CONSULTANT**, all sub-contractors and lower tier contractors. The **CITY** shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile unless caused by **CITY**’s negligence.

(c) **Workers’ Compensation Insurance**

The **CONSULTANT** shall maintain and cause all sub-contractors and lower tier contractor’s to maintain Workers’ Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

- Coverage A: Statutory
- Coverage B: $100,000/$500,000/$100,000

(d) **Professional Liability**

If the **CONSULTANT** is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

- $1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following
completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONSULTANT.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(h) The CONSULTANT and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONSULTANT; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONSULTANT; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act” or of any other law, ordinance, order or decree.

(i) **Waiver of Subrogation**

Payment of any claim or suit or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONSULTANT, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONSULTANT, any sub-contractors or lower tier contractors.

10. **TERMINATION**

The CITY may terminate this Agreement for cause by written notice to the CONSULTANT. In the event of such termination, CONSULTANT shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice. For cause shall include the conclusion of needed work to be performed as outlined in Exhibit A.

The CITY shall have the right to terminate this Agreement at any time for its convenience on prior written notice to CONSULTANT. If Agreement is terminated by the CITY for convenience, the CITY shall pay the CONSULTANT for all work performed pursuant to this Agreement prior to receipt of such notice.

11. **NO ASSIGNMENT:**

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONSULTANT assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

12. **NON-WAIVER**

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. **NOTICE**
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

**CONSULTANT:**

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>VENDOR ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR CITY, STATE, ZIP</td>
<td></td>
</tr>
</tbody>
</table>

Attn: **VENDOR CONTACT**

**CITY:**

City of South Portland
25 Cottage Road
PO Box 9422
South Portland, ME 04116-9422
Attn: City Manager

13. **COMPLIANCE WITH LAW**

In its performance under this Agreement, **CONSULTANT** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

**IN WITNESS WHEREOF,** the **CITY OF SOUTH PORTLAND** has caused this Agreement to be signed by Scott T. Morelli, its City Manager, thereunto duly authorized, and **VENDOR NAME** has caused this Agreement to be signed by **VENDOR CONTACT** its **TITLE,** thereunto duly authorized, the day and date first above written.

**CITY OF SOUTH PORTLAND, MAINE**

BY: ___________________________ BY: ___________________________

Witness

**CONSULTANT**

BY: ___________________________ BY: ___________________________

Witness
EXHIBIT A

(INSERT RFP)