



## REQUEST FOR QUALIFICATIONS

RFQ # 12 - 21

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX  
Finance Director

COLLEEN C. SELBERG  
Purchasing Agent

### **Working Group Facilitation Consulting Services**

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

Complete written proposals shall be submitted via email only to Colleen Selberg, Purchasing Agent, at [cselberg@southportland.org](mailto:cselberg@southportland.org) with "RFQ 12-21 Working Group 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 Monday, October 5, 2020. Proposals received after that time and date may 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](mailto: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 .....	5
Evaluation of Proposals .....	6
Contingencies and Charges .....	6
Fee Statement .....	6
Pricing & Term .....	6
Subcontractors .....	7
Project Timeline .....	7
Proposal Submittal .....	7
Attachments .....	7

## **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. South Portland is a service center community with over 20 different departments that provide a wide array of services to those who work in, live in, or visit our city.

In the late Spring, after the tragic death of George Floyd at the hands of the Minneapolis, MN Police Department, protests erupted across the United States, with calls for police reform at the heart of the protestors' demands. In South Portland, many residents attended scheduled City Council budget workshops and/or made phone calls or emails to City officials demanding change, including "defunding" the City's Police Department.

In the wake of this civil unrest, the Council passed a resolution condemning racism, voted to remove \$25,000 from the Police Department's overtime budget and allocate it to a soon-to-be-formed Human Rights Commission, and joined the Portland Regional Chamber of Commerce's pledge to "Stand in Solidarity".

After the budget process wrapped up in late June 2020, a City Councilor proposed a workshop to discuss the response provided by the City's Police Department to certain calls for service, and whether some types of calls could be responded to in a different manner. Other Councilors agreed this was a worthy topic and on August 25, 2020 Council held a workshop on this matter. During the workshop, Councilors were provided with statistics about the different types of police calls and they also learned about different models that other communities across the country had adopted to provide a non-traditional response to certain types of police calls. At the end of the workshop, Councilors directed staff to come back with an Order to create an ad hoc committee to further look into this matter and provide the Council with a recommendation.

On September 15, 2020, City Council passed Order #63-20/21 to create the ad hoc Police Services Review Working Group (see attachment #1). The purpose of this Working Group is to "present the South Portland City Council with recommendations as to whether there should be changes to how certain calls for service are responded to by the City of South Portland." The Working Group consists of nine members:

- The Police Chief;
- The Fire Chief;
- The Behavioral Health Liaison;
- The Social Services Director;
- The Finance Director;
- A City Councilor; and
- Three Residents (to be appointed by City Council in October).

The Working Group shall meet as needed at its sole discretion. Part of the Order required that "A facilitator shall be hired to lead the Working Group meetings and assist the Group with its duties,

to include preparing and presenting the final report to City Council.” This report must be presented to the Council no later than February 9, 2021.

### **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 Working Group meet its purpose and duties as outlined by City Council Order #63-20/21 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 Working Group to structure a process that is designed help the Working Group meet the City Councils charge. Specifics around the process include:

- The Facilitator is expected to prepare for and attend all Working Group meetings in carrying out their responsibilities until the successful completion of the scope of work. The Working Group has not yet determined how often and for how long it will need to meet. Initial discussions indicate meetings will occur at least twice per month, but could be more than that, and will last for approximately two hours each during early evening hours (e.g., 6:30 pm – 8:30 pm). Most committees are currently meeting virtually via Zoom, but some have chosen to meet in-person with proper masking and physical distancing. The City is unsure how this Working Group will choose to meet. The Council requires the Working Group’s report to be presented to them no later than February 9, 2021;
- The Facilitator will determine if formal roles, such as chairs and vice chairs, are necessary;
- The Facilitator will determine how to best conduct the Working Group 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 Working Group 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 Working Group to receive public comment;
- In addition to the Working Group meetings, the Facilitator shall be responsible for the facilitation of any public sessions, if initiated; and
- The Facilitator shall develop, create, and give the presentation of any Working Group recommendations to the City Council. This may include a final report, if necessary. Such a presentation is scheduled for February 9, 2021.

## **Project Deliverables**

Facilitate a series of meetings with the Working Group spanning from as early as mid-October, 2020 to early February 2021, which results in the Working Group meeting the duties prescribed by Council Order #63-20/21, which may be amended from time to time, and includes but is not limited to:

- First answer the following question before embarking on other duties: “There is a perception that some calls for service are escalated into a worse situation due to the response of a uniformed, armed police officer, and that these scenarios could be handled more appropriately by different personnel, such as a social worker. Is there evidence in South Portland that these types of calls result in an escalated response and that the individual(s) in need of assistance do not receive such assistance?” (The Working Group should reach consensus as to what defines an “escalated response”.) Statistics and examples should be used to help answer this question. The response to this question, along with other considerations (i.e. cost savings, relief on stress to police officers, and resident health and welfare) shall serve as the basis for undertaking the following duties:
  - Research other models of providing a response to certain calls for service that either may not require the presence of a police officer or involve both a police officer and other professional, such as a social worker.
  - Evaluate whether these other models would be beneficial and/or necessary in South Portland.
    - If so, provide a recommendation to the City Council. This recommendation should include a review of all options studied; the problem identified in South Portland that is intended to be addressed; the selected option and how it will address the problem identified as existing in South Portland; and an estimate of the associated costs to implement such a program. The recommendation should also provide a measurable outcome(s) for the City to track so that it can evaluate the effectiveness of this new program in addressing the stated problem.
    - If not, provide a review of all options studied and explain why the Working Group believes a problem does not exist or is not likely to exist in South Portland that would necessitate the implementation of such a model.

## **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 police services.

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 Working Group 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 Working Group shall evaluate proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, as well as the estimated service cost. The Working Group 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	25%
Compensation	25%

### **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 VERY aggressive, with the Working Group meeting at least bi-weekly (twice a month) up until the final report is presented to City Council on February 9, 2021.

**Proposal Submittal**

Bids must be submitted to the Colleen Selberg, Purchasing Agent, via email only at: [cselberg@southportland.org](mailto:cselberg@southportland.org) and must include in the subject line "RFQ 12-21 Working Group 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 Monday, October 5, 2020. The RFPs will be emailed to the Working Group members, who will score them and discuss the scores at their initial meeting, tentatively scheduled for mid-October. At that time the Working Group may either vote select a vendor or it may choose to interview some or all respondents before taking such a vote. The interviews would likely occur in mid- to late-October 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 #63-20/21 creating the ad hoc Police Services Review Working Group.
2. Draft contract for services (blanks to be filled in and Exhibit A potentially to be updated as needed once a vendor is selected).

**AGREEMENT  
BETWEEN CITY OF SOUTH PORTLAND, MAINE  
AND  
XXXXXXX**

AGREEMENT is made this [ ] day of October, 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 **XXX**, located at **XXX** (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 #12-21 Working Group Facilitation Consulting Services**, which is hereby incorporated by reference into this Contract (the "RFP"); and

**WHEREAS**, the CONSULTANT submitted a proposal dated **XXX, 2020** 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 **Working Group 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 **\$XX an hour** and **\$XX/mile** for travel to/from meetings. The total amount paid to the consultant for their hourly rate, mileage, and other reimbursable costs shall not exceed **\$XXX** during the term of this contract, unless expressly authorized by the South Portland City Council. 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 XXX, 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:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

**(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 wither 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:** **BUSINESS NAME**  
**ADDRESS**  
**CITY STATE ZIP**  
**Attn: NAME**

**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 **CONSENSUS BUILDING INSTITUTE** has caused this Agreement to be signed by David Plumb its Senior Mediator, 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)