



**Bangor Area Comprehensive Transportation System (BACTS)  
REQUEST FOR PROPOSALS  
Vulnerability Assessment and Climate Action and Adaptation Plan**

The Bangor Area Comprehensive Transportation System (BACTS), City of Bangor, and Town of Orono, request proposals for consultant services to design, execute, and manage a two-phase regional climate action planning process that results in emissions inventories, vulnerability assessments, and an actionable climate action and adaptation plan (CAAP) for the BACTS region. The University of Maine (including its internationally renowned Climate Change Institute), Husson University, and several neighboring municipalities have expressed a formal interest in partnering in this process, assisting with public outreach, and/or supporting the process with local expertise.

The BACTS region refers to the municipalities of Bangor, Brewer, Penobscot Indian Island, Veazie, Bradley, Hampden, Hermon, Milford, Old Town, Orono, and Orrington. The total population of this region is approximately 75,000.

Consistent with the State of Maine's four-year climate action plan *Maine Won't Wait*, this effort aspires to identify a plan to help the BACTS region:

- Decrease greenhouse gas (GHG) emissions by 45% by 2030,
- Decrease greenhouse gas emissions by 80% by 2050, and
- Achieve carbon neutrality by 2045.

BACTS is a Metropolitan Planning Organization (MPO) advancing and helping to carry out the transportation interests and responsibilities for the greater Bangor urbanized area. BACTS is issuing this RFP on behalf of various municipalities to utilize federal funds and streamline a regional process to support the outcomes of this RFP. However, it is important to note that the scope of services requested under this RFP reach far beyond transportation-related aspects of climate action planning. Further, any eventual contracts issued under this RFP will likely list both BACTS and several municipalities as co-signatories to the contract with the selected consultant. As described later in this document, the selected consultant will be overseen by a project management team made up of BACTS officials and staff representatives of municipalities in the BACTS region.

Responses to this RFP must include all requested information for both Phase 1 and Phase 2, separated where appropriate by phase and task. The parties seek to award a contract to the selected consultant for Phase 1. After appropriate progress is made on Phase 1, the parties seek to award the selected consultant a subsequent contract for Phase 2.

**1. PROPOSALS ARE TO BE RECEIVED AT BACTS NO LATER THAN:**

Date Due: **February 11th, 2022**

Time: **4:00 PM**

**Proposals must be received prior to the time and date for which they are due.**

**Late Proposals** - Any proposal, portion of a proposal, or unrequested proposal revision received at BACTS after the time and date specified on the cover page of this RFP **will not** be accepted.

## 2. COMMUNICATIONS IN REFERENCE TO THIS RFP

Any communication in reference to this RFP shall be in writing by email and directed to the RFP Coordinator listed below. All correspondence must reference the RFP# and Project name in the subject line.

Name: Sara Devlin  
Title: Executive Director  
Office: (207) 974-3111  
E-Mail: sara.devlin@bactsmo.org  
RFP#: BACTS-2201  
Project Name: Vulnerability Assessment and Climate Action and Adaptation Plan

## 3. REQUEST FOR CLARIFICATION/RFP AMENDMENTS

During the proposal preparation period, all requests for clarification and/or additional information must be submitted via e-mail to the RFP Coordinator referenced in Section 2 of this RFP by no later than **4:00 p.m.** on **January 24th, 2022**. BACTS reserves the right to answer or not answer any question received. Late requests for clarification will not be accepted. When appropriate, responses to clarification requests will be emailed no later than close of business on **January 28th, 2022**.

## 4. PROPOSAL REQUIREMENTS

### *Overview of Two-Phase Regional Climate Action Planning Process*

Phase 1 requires that the consultant complete greenhouse gas emissions inventories and a climate vulnerability assessment for the BACTS region.

Phase 2 requires that the consultant design and execute a regional climate action planning process for the BACTS region. This process will build on findings from Phase 1, *Maine Won't Wait*, and where relevant Portland and South Portland's *One Climate Future*. A final climate action plan will provide concrete, data-driven strategies and implementation plans (including policies, programs, measures, projects, infrastructure, and community actions) to achieve the climate goals stated below as well as interim objectives the cities should achieve to reach near carbon neutrality.

Specific services requested through this RFP are defined by phase in the Scope of Services section of this document.

### *Additional Background and Partners*

The City of Bangor and the Town of Orono recently authorized a Memorandum of Understanding (MOU) that established a general framework for cooperation and collaboration between the parties to engage in a regional climate action planning process. In addition to the municipalities listed, the effort has expanded to include BACTS, several neighboring municipalities, the University of Maine, Husson University, and other partner organizations.

Pursuant to the MOU, the parties now seek consultant services to structure and advise a two-phase regional climate action planning process described in this RFP.

Both the University of Maine (UMaine) and Husson University – both located in the BACTS region – have agreed to formally participate in the climate action planning process, proposing or facilitating opportunities for student engagement, identify or suggest local experts in climate action planning-related topic areas, and support storytelling or awareness building about the climate action planning process. UMaine and its Climate Change Institute may offer particularly valuable expertise in climate science and modeling.

### Guiding Considerations

This work, where applicable, must also use, align with, and conform to the following:

- State of Maine’s four-year climate action plan, [Maine Won’t Wait](#)
- Portland and South Portland’s [One Climate Future](#)
- City of Bangor and Town of Orono Memorandum of Understanding (Attached)
- Southern Maine Planning Development Commission’s [Greenhouse Gas Inventory Protocol](#)
- ICLEI – Local Governments for Sustainability U.S. [Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions](#)
- UMaine Climate Change Institute [Climate Futures](#) Plausible Scenario framework
- Urban Sustainability Directors Network (USDN) 80x50 Framework and [Guide to equitable, community-driven climate preparedness planning](#)
- C40 Cities [Climate Risk and Adaptation Framework and Taxonomy](#) (CRAFT) tool
- [Compact of Mayors](#) requirements
- State and Federal regulations

## 5. SCOPE OF SERVICES

The consultant’s portion of this project will consist of two (2) main phases: baseline assessments and climate action planning. An organizational chart reflecting reporting structure for both phases is shown in Figure 1. These phases are described in detail, below.

Respondents are encouraged to incorporate, expand on, or adjust these tasks as necessary.

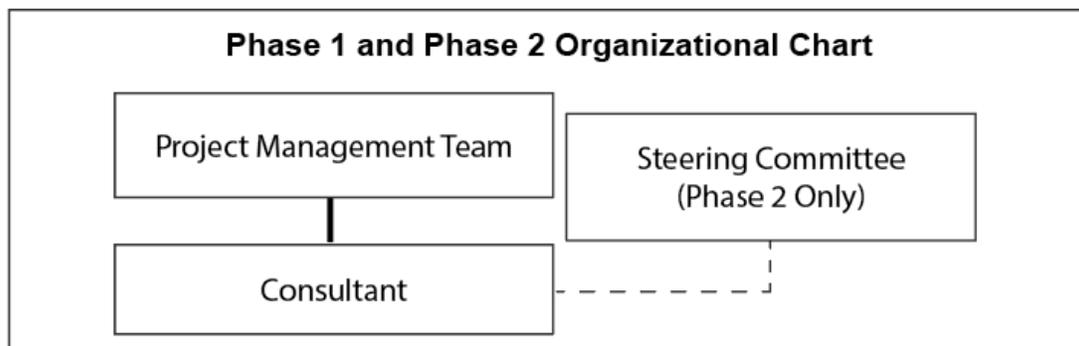


Figure 1 - Organizational Chart for Phase 1 and Phase 2

## **Phase 1: Baseline Assessments**

Phase 1 requires that the consultant complete greenhouse gas emissions inventories and a climate vulnerability assessment for the BACTS region. Each element of Phase 1 is described further, below.

Organizational Structure & Oversight - Work will be overseen by and coordinated with a small project management team. The project team will be responsible for interfacing between the participating towns and the consultant. The project management team will be made up of key municipal staff representing communities in the BACTS region and the Executive Director of BACTS.

### **Task 1 - Greenhouse Gas Emissions Inventories**

- Conduct a baseline greenhouse gas inventory for Bangor, Orono, and the greater BACTS region that complies with reporting requirements established by the Carbon Disclosure Project (CDP). An emissions inventory for the entire BACTS region should be produced. Results should be reported by the entire BACTS region as well as by individual towns.
- Deliverables
  - Greenhouse Gas Emissions Inventory report that includes an introduction, inventory results by the region as a whole and by individual towns, methodology, and recommendations for design or frequency of future inventories.
  - High-level summary of results presented in a format for communication with the public, such as through accessible language, infographics, or other visual means. Further, the consultant shall create graphics and other content suitable for distribution on social media that the cities can use to promote the report.
  - Inventory data, separated by town, in a publishable and accessible format.

### **Task 2 - Climate Vulnerability Assessment**

- Provide an assessment of the risks that Bangor, Orono, and the greater BACTS region are likely to face as the impacts of climate change become more severe (risks should include, but not necessarily be limited to sea level rise, storm surge, and severe weather). A climate vulnerability assessment for the entire BACTS region should be produced. Results should be reported by the entire BACTS region as well as by individual towns, where applicable.
- Deliverables
  - Identify a sea level rise scenario based on the latest scientific projections and develop a recommended planning process for each city.
  - Produce a Climate Vulnerability Assessment Report that considers factors including but not limited to:
    - Climate Hazards (such as changes in sea level rise, storm surges, tidal flooding, changes in precipitation and storm patterns, changes in air temperatures, or changes in water temperatures and acidifications)
    - Infrastructural Exposure, Risk, and Vulnerability (such as infrastructure relating to transportation, energy, water and wastewater, communication systems, or impacts to sites containing contaminated soils or hazardous waste)
    - Environmental Exposure, Risk, and Vulnerability (such as impacts on marsh migration, erosion, natural water systems, shifting habitats, and human health)

- Socioeconomic Exposure, Risk, and Vulnerability (such as impacts to local economies and livelihoods, housing and built environments, community resources and food security, health, and social equity)
- High-level summary of results presented in a format for communication with the public, such as through accessible language, infographics, or other visual means. Further, consultants will create graphics and other content suitable for distribution on social media that the parties can use to promote the report.

### Task 3 - Meetings and Presentation of Results

- Meetings: The consultant and project management team will establish a regular meeting schedule to ensure progress, guide the process, and preview results.
- As Phase 1 nears completion and results of analyses are available, the consultant will provide a minimum of two public (2) presentations, including one to municipal staff and the project team and one to the general public.
  - Specifics relating to scheduling or location of these presentations will be coordinated between the consultant and the project team.
  - An additional presentation may be requested for the BACTS Policy Committee.
- Consultants should view all interim and final documents as tools to mobilize community engagement and build support for climate action. All materials produced for this phase should be engaging and be presented in visually appealing formats. All materials should be easily exported and/or translated to a variety of media for different audiences, including social media platforms. Data must be made available in a publishable, editable, and accessible digital format.

## **Phase 2: Regional Climate Action Planning - Engagement, Vision & Framework Development, Strategy Development, and Report Production**

Phase 2 will design and execute a regional climate action planning process for the BACTS region which builds on and incorporates findings from Phase 1, needs identified by the Project Management team, input from the Steering Committee, and the consultant's expertise. The consultant should respond to this RFP based on the assumption of full participation by all municipalities in the BACTS region.

The planning process and final climate action plan must build on findings and strategies explored in *Maine Won't Wait*. The climate action plan will be primarily structured around four focus areas explored in Portland and South Portland's *One Climate Future*:

1. Buildings and Energy
2. Transportation and Land Use
3. Climate Preparedness and Community Resilience
4. Water and Waste Management

The final CAAP will provide concrete, data-driven strategies and implementation plans (including policies, programs, measures, projects, infrastructure, and community actions) to achieve the goals stated above as well as interim objectives the region should achieve to reach near carbon neutrality. The final plan must also identify how recommended projects and measures could result in improvements in social equity and quality of life, build prosperity, and enhance community resilience. In addition to its

focus on reducing GHG emissions, the final plan should incorporate cross cutting themes of social equity, economic development, nature-based solutions, and public health and safety.

Consultants should view the planning process as well all interim and final documents as tools to mobilize community engagement, build support for climate action, and lay out a regional vision for meeting climate goals. All materials produced through this process should be engaging and be presented in visually appealing formats. All materials should be easily exported and/or translated to a variety of media for different audiences, including social media platforms.

Organizational Structure & Oversight - Consultants will work directly with the Project Management Team and a Steering Committee throughout Phase 2 to identify key issues that require further analysis and discussion.

- The Project Management Team will be responsible for interfacing between the towns, consultant, and the Steering Committee. The project management team, made up of key municipal staff representing participating municipalities in the BACTS region, will oversee consultants and this process. This project management team will likely be the same project management team as in Phase 1.
- The Steering Committee, appointed by the participating municipalities in the BACTS region, will help guide the climate action planning process and provide a platform for public participation and feedback. The Steering Committee will meet on a regular schedule as determined by the Project Management Team and the consultant. The participating towns will appoint members to the Steering Committee that have a strong working knowledge of climate change and sustainability, experience with project management and coordination, or experience leading and facilitating public workshops.

### Task 1 - Public Engagement

- Task 1A - Facilitate Steering Committee Meetings
  - A steering committee will be convened, comprised of regional experts to help develop the vision for meeting the identified climate goals. In addition, the steering committee will weigh in on and help prioritize interim mitigation and adaptation strategies. Working with the project management team, the consultant will:
    - Facilitate and direct the work of this committee to achieve desired objectives; it is envisioned this committee's work will occur throughout the course of the Phase 2 effort;
    - Develop meeting agendas, prepare any meeting materials if necessary, facilitate the meeting, and take notes;
    - During meetings, the facilitator will guide discussion and manage participation so that the committee stays on track to achieve clearly defined objectives; and
    - Conduct interviews or discussions with specific steering committee members if additional input is required regarding their area of expertise
- Task 1B - Facilitate community forums and gather community input surrounding project milestones in coordination with the project management team and steering committee.
  - This project will begin by collecting input from a wide variety of community members regarding their interests and needs around buildings and energy, transportation and land use, climate preparedness and community resilience, and water and waste management.
  - With input from the project team, the consultant will:

- Develop a public outreach strategy that addresses, among other items, initial community forums, sub-strategies to reach K-12 audiences and college-aged students;
- Prepare for the forums by a) determining meeting objectives and desired outcomes, b) developing and/or compiling pre-read materials, and c) developing agendas;
- Facilitate a community forum in both Bangor and Orono and a region-wide community forum (three community forums, minimum) in an inclusive and productive way so that all participants are heard and the stated objectives of the meeting are achieved;
- Organize all input received into potential goals and action items for incorporation into the climate action plan development process;
- Identify opportunities to rely on community groups or college students at UMaine or Husson University to amplify our outreach or otherwise advance our process;
- Construct and administer a survey – both online and in hardcopy – to gather input on these topics;
- Work with the project team to ensure all members of the community have an opportunity to engage with the planning process including, but not limited to, immigrants, seniors, and low-income people;
- Assist with specific outreach efforts and meetings with specific constituencies as necessary to ensure overall participation represents the diversity present in each city; and
- Develop outreach material suitable for a variety of distribution methods including social media to promote the planning process and encourage participation.

### Task 2 - Mitigation and Adaptations Strategies

- Develop a long-term vision for meeting identified climate goals and preparing for the effects of climate change.
  - The consultant, with guidance from the project team and steering committee will identify mitigation and adaptation strategies to achieve our climate goals. This common, regional vision will:
    - Identify transformational system changes to achieve climate goals and improve the region’s climate resiliency;
    - Describe co-benefits of mitigation and adaptation that go beyond reducing GHG emissions, such as:
      - Making the community an attractive place for businesses and people to locate
      - Keeping more energy dollars local
      - Stimulating local business/economic development/job creation
      - Creating cost savings for consumers/households and businesses
      - Improving public health
      - Improving environmental quality
      - Addressing “energy security” and reduce exposure to energy price increases
      - Increasing the community’s resilience
      - Improving livability/quality of life
- Provide technical analysis of mitigation and adaptation strategies
  - The consultant, with guidance from the project team and the steering committee, and based on a modeling analysis, will identify a set of clear, tangible, data-driven goals and actions that

can be achieved or in place by an interim date with measurable indicators to move the BACTS region toward its long-term vision. These goals and actions will provide a descriptive roadmap for achieving the identified climate goals.

- o Using results from Phase 1: Baseline Assessments, the consultant will conduct a technical analysis of the impact of the mitigation and adaptation strategies to be compiled into the final Climate Action Plans for each town or city in the BACTS region.
  - Quantify each proposed measure's potential emission reduction
  - Quantify each proposed measure's cost and benefits (including first-cost, ongoing/annual costs/savings)
  - Estimate feasibility (technical and financial) of strategies
  - Estimate timeline of implementation for each measure
  - Identify associated co-benefits of each measure
  - Ensure that the collective actions positively impact all populations and move the city toward greater social equality
  - Provide a wedge analysis or equivalent to understand the contribution of individual strategies toward the overall GHG reduction targets
  - Provide a framework for next steps to guide decision making around measures the region can implement to prepare and adapt for the impacts of the identified risks
  - Provide recommendations for how we can prepare for that sea level rise scenarios that may include revisions to:
    - Floodplain ordinance
    - Zoning ordinance
    - Building codes
    - Open space plans

### Task 3 - Final Report

- Final Climate Action & Adaptation Plans
  - o Develop a final Climate Action & Adaptation Plan for the region to review and comment that will:
    - Be developed in an open, transparent way, balance the interests of the region, and set a long-term vision with clear and compelling implementation pathways;
    - Be directly informed by *Maine Won't Wait, One Climate Future*, and results from Phase 1: Baseline Assessments.
    - Define the region's climate challenges and opportunities in meeting ambitious climate goals and preparing for the effects of climate change;
    - Establish a set of climate action strategies (expected to include policies, programs, projects, infrastructure, and community actions) by region or, where appropriate, by city or town;
    - Identify policy opportunities at the state, regional, and federal levels that may help reduce emission sources not controlled directly by the region;
    - Define metrics for measuring progress, lowering region-wide greenhouse emissions, and engaging residents, businesses and community groups;
    - Develop an adaptation or resiliency framework which identifies risks and vulnerabilities based on modeling, and opportunities for becoming more resilient.
  - o The final plan should incorporate overarching themes of social equity, benefits framing, and partnerships.

- Social Equity - The plan should detail impacts on different communities and groups within the cities, and how the implementation will incorporate social equity and empowerment considerations;
- Benefits Framing - The plan should reinforce the benefits of climate action and focus on how the plan's elements could improve community well-being. The plan should discuss both the costs of inaction in addition to discussing the costs of the recommended action.
- Partnerships - The plan should incorporate actions that partners can take, and how the community can leverage these partnerships to initiate stronger climate action;
- Climate Action & Adaptation Plan (CAAP) format
  - The consultant shall prepare a CAAP including the above referenced content. It shall be submitted electronically in PDF format with adequate resolution so that it may be printed if necessary.
  - The consultant shall also prepare a high-level summary report for each town or city that presents the recommendations in accessible language, infographics, or other visual means.
  - Further, the consultant shall create graphics and other content suitable for distribution on social media that the cities can use to promote the report.

#### Task 4 - Meetings and Presentation of Results

- Provide a minimum of two (2) presentations to each municipality, including one to municipal staff and the project team and one to the city or town councils
- Present the report to the steering committee and members of the public

#### Task 5 – Basic Level of Service for “Tier 2” Communities

Several towns in the BACTS region are very small and may have more limited resources than larger towns in the BACTS region like Bangor and Orono. If a municipality that participates in Phase 1 doesn't need or want the level of detailed analysis a municipality will receive through Phase 2 Tasks 1-4, what could a lighter involvement with less tailored end products look like? We request guidance from the consultant on how to address this potential circumstance.

We propose using the language of Tier 1 and Tier 2 communities. Tier 1 communities are those in the BACTS region who wish to remain fully engaged in Phase 2, can contribute financially to this partnership, and therefore will receive the full level of service described by Tasks 1-4 of Phase 2. Tier 2 communities are those in the BACTS region who do not opt to participate through Phase 2 or cannot contribute financially, but could still benefit from a more basic level of service. This basic level of service would likely be covered by BACTS funding, rather than from contributions from the individual municipality.

For this task, the consultant should propose a pathway for Tier 2 communities to benefit from this process despite their inability to contribute funding or otherwise fully participate in Phase 2. For example, perhaps Tier 2 communities would not receive the full extent of technical analysis required by Task 2, public meetings required by Task 4, or other municipality-specific tailoring of final products, but they could still benefit from a high-level summary document of regional strategies presented in the CAAP.

## 6. PROPOSAL RATING AND SELECTION PROCESS

- a. Proposal Rating. Proposals will be reviewed and rated using the responses to The Proposer Information outlined in section 7 of this RFP.
- b. This is a Qualifications Based Selection (QBS) process, and therefore Technical Proposals alone will be used to select the successful proposer. Once the successful proposer has been selected, the government estimate will be compared against the successful proposer's Price Proposal and contract negotiations will begin.

## 7. PROPOSER INFORMATION

- a. **Proposer's Qualifications (15) points:** Identify the **key** staff your company will assign to fulfill the contract requirements (Contract Managers, contact people, or assigned technicians). Provide resumes describing the educational and work experiences for those **key** staff.
- b. **Proposer's Experience (15) points:** Describe the Proposer's experience and capabilities providing similar services to those required. Identify at least Three (3) projects with whom your company has done business similar to that required in this RFP in the last five (5) years. Include points of contact (client's company name, contact name, address, and telephone number), a brief description of the project, dates of the project and results.
- c. **Proposer's Ability to Control Schedule and Costs on Project (20) points.**
  - i. Provide a brief description of methods used by the firm to assure the study is completed on time and within budget.
  - ii. Schedule/Workload/Communication - Provide a brief outline of your firm's methods of schedule control and ability to handle projected workload. Discuss how your firm will conduct project coordination with BACTS. Describe how your firm will manage its role in this project and how it intends to maintain effective communication for the assignment.
- d. **Proposer's References (15) points:** Provide at least 3 work references including points of contact (person's name, company name, address and telephone number), and a brief description of the projects with dates. If contacted, all references must verify that a high level of satisfaction was provided. BACTS will determine which, if any, references will be contacted. The results of any reference checks will be provided to the scoring committee and used when scoring the Technical Proposal.
- e. **Project understanding (35 Points):** Please describe in detail your project understanding, including any observations of current conditions, needs and preliminary thoughts or recommendations for this study.
- f. **Contact Information:** Provide the name, address, phone number, and e-mail address of Proposer in the proposal.
- g. **Signature Page:** A signature page must be included with the Technical and Price Proposals stating that "I certify that all of the information contained in this Technical/Price Proposal to be true and accurate.
- h. **Schedule:** Include a schedule outlining project deliverables and any other relevant milestones.
- i. **Acknowledgement of Amendments:** The Proposer shall include reference to all amendments in their response to this RFP.

## 8. PACKAGING AND SUBMITTING YOUR TECHNICAL AND PRICE PROPOSALS

- a. **RFP Number & Title** - The Proposer's full business name and address, as well as the assigned RFP number and RFP title must be written on your Proposal Package.
- b. **Technical Proposals** - Technical Proposals may be submitted electronically in PDF format and sent via email.
- c. **Price Proposal** - The Price Proposal shall be provided in a **separately sealed envelope and may be delivered in person, by USPS or common carrier either by or postmarked by the proposal deadline in section 1.** A Price Proposal form can be found on the Maine DOT website at: <https://www.maine.gov/mdot/cpo/doingbusiness/> (Click on Doing Business under Quick Links, Consultant Proposal Instructions PDF, Section B). Prices shall be outlined for all required items. Each proposal will be evaluated for all criteria, and then costs shall be evaluated independently. **NO MENTION OF PRICE SHALL BE INCLUDED IN OTHER SECTIONS OF THE PROPOSAL; OTHERWISE THAT PROPOSAL SHALL BE REJECTED.**
- d. **Proposal Package Submittal:** Proposal packages must be emailed /delivered to:  
BACTS  
Attn: Sara Devlin  
sara.devlin@bactsmo.org  
12 Acme Road, Suite 104  
Brewer, ME 04412

## 9. GENERAL INFORMATION

- a. The contract resulting from this RFP will be governed by the most recent version of BACTS's Consultant General Conditions. A copy of the Consultant General Conditions is available on MaineDOT website: <https://www.maine.gov/mdot/cpo/doingbusiness/>
- b. This RFP does not commit BACTS to pay any costs incurred in submitting your proposal, making studies or designs for preparing the proposal or in procuring or sub-contracting for services or supplies related to the proposal.

## 10. CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE

### **Certified DBE**

MaineDOT Certified Disadvantaged Business Enterprise (DBE) consultants are encouraged to apply as the prime consultant for this work. It is important the DBE consultants take advantage of this RFP to at least gain entry to the MaineDOT Prequalification List for transportation project related services. Non -DBE consultants shall ensure that DBEs have the maximum opportunity to participate in the performance of any project contract in accordance with MaineDOT current requirements for DBE utilization when utilizing subconsultants. Consultants certified by another state's transportation agency must be certified by MaineDOT.

Current requirements may be found at the MaineDOT website, "Certified Disadvantaged and Women Business Enterprise" directory available at;

<http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>, or by contacting:

**Maine Department of Transportation  
ATTN: Sherry Tompkins, Civil Rights Unit**

**Civil Rights Office**  
**16 State House Station, Augusta, ME 04333**  
**Tel#: 207-624-3066**  
**Fax#: 207-624-3021**

## **11. PROPOSAL PRICING**

Price Proposal, Elements of Supporting Data consist of the following:

- 1) **Direct Labor**. Please list all employees, including their classifications, who are expected to perform services on this project. Please provide a breakdown of each employee's salary rate including direct labor, indirect labor, and profit. Please show all calculations in detail, and include payroll records supporting these rates.
- 2) **Indirect Labor (Overhead)**. Please provide a copy of your latest audited corporate overhead rate report with supporting documentation.
- 3) **Profit**. The percentage of profit is based on criteria specific to a project including degree of risk, relative difficulty of work, size of job, etc.
- 4) **Direct Expenses**. Please provide a breakdown of direct expenses, including mileage, lodging, photocopying costs, etc. anticipated for this project. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates located at <http://www.maine.gov/osc/travel/addtltravelinfo.shtml> & <http://www.gsa.gov/portal/category/21287>
- 5) **Subconsultants**. Please identify each effort to be subcontracted. List the selected sub-consultant's name, location, amount proposed and type of contract. Describe the cost or price estimates for each subcontract. Please note that there is no mark up allowed on subconsultant costs.

## **12. CONTRACT TERM, TYPE AND PAYMENT METHOD**

The contract term shall be for a period of Eight (8) months, commencing upon approval of the contract documentation and BACTS letter of "Authorization to Proceed"

The contract type utilized for this project shall be "Special Services", and the method of payment shall be fixed burdened hourly rate.

## **13. CONFIDENTIALITY**

The information contained in proposals submitted for BACTS' consideration will be held in confidence until all reviews are concluded and the award notification has been made. At that time, the full content of the proposals becomes public record and is therefore available for public inspection upon request.

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is announced.

This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals which a Proposer may consider to be proprietary in nature.

#### **14. FHWA-1273 REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS**

##### GENERAL

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

#### **15. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of BACTS.