

## **REQUEST FOR PROPOSAL**

The City of Rochester is accepting sealed proposals for Consulting Services related to the drafting of Stormwater regulations and ordinances and developing a procedure for tracking of pollutant hotspots.

All proposals must be submitted in a sealed package plainly marked:

### **Stormwater Zoning and Land Development Regulations and Planning Approaches Consulting Services**

#### **RFP # 14-39**

City of Rochester, New Hampshire, Purchasing Office  
31 Wakefield St.  
Rochester, NH 03867  
Attn: Purchasing Agent

All Qualifications and Price Proposals must be received no later than 2:15 pm EST April 17, 2014. The RFP opening will be at 2:30 pm EST. RFP specifications may be obtained by visiting [www.rochesternh.net](http://www.rochesternh.net) or by emailing the Purchasing Agent at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net) or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All questions must be submitted in writing (email preferred) to the Purchasing Agent. All submittals must be made on the forms supplied and must be fully completed when submitted.

## **ROCHESTER, NEW HAMPSHIRE**

### **Introduction**

The City of Rochester, NH currently addresses stormwater mitigation practices in several documents including Site Plan Regulations, Subdivision Regulations, Public Works Infrastructure Design Standards, and Chapter 50 of the City Ordinances. Many of the Best Management Practices referenced in these documents are outdated and/or no longer the best solution. Additionally, because these documents were not all created simultaneously there are some inconsistencies and outdated references between the documents. With the City continuing to experience growth and development it is essential that these documents be revised to focus on Low Impact Development and Green Infrastructure stormwater best management standards and be complimentary to each other.

The goal of this proposed project is to create regulatory stormwater documents which the city can use to require the implementation of the best and most current stormwater mitigation practices with a focus on Low Impact Development strategies and Green Infrastructure components, and a mechanism to track and monitor the ongoing maintenance of these systems. Throughout the review and formulation process, a thoughtful approach will be taken with respect to the Southeast Watershed Alliances' Model Stormwater Standards for Coastal Watershed Communities (2012)

[http://southeastwatershedalliance.org/wordpress/wp-content/uploads/2013/05/Final\\_SWA\\_SWStandards\\_Dec\\_20121.pdf](http://southeastwatershedalliance.org/wordpress/wp-content/uploads/2013/05/Final_SWA_SWStandards_Dec_20121.pdf). As part of this process, the consultant(s) will work review these standards and recommend compliance where appropriate, and recommend other alternatives to fit the needs of Rochester. The consultant selected to complete the work should be familiar with the Model Stormwater Standards as well as the specific needs of the City. All proposed changes to the current ordinance and other documents will be reviewed through a planning committee.

The City of Rochester Department of Planning and Development has secured a grant from the Green Infrastructure for NH Coastal Watershed Communities Phase 2 Implementation Program to help fund for this project. To meet the grant funding requirements, it is expected that City representatives and its consultant will meet with UNH Stormwater Center (UNHSC) and project representatives on a regular basis (not to exceed 4 times) as well as meet monthly with the Planning Sub-Committee to provide updates and solicit feedback or recommendations on the process. It is also expected that the consultant will attend other relevant meetings such as Conservation Commission, Planning Board and City Council as needed to present recommendations.

## **PROPOSAL SPECIFICATIONS**

Proposals must include the following information:

- Description of the firm and Resumes of key personnel who will participate in the project (resumes to include educational background and employment history; not

- to exceed two pages per person); It is preferred that a PE who is also a Certified Professional in Erosion Control and Sediment Control (CPESC) be a key member;
- Description of similar projects managed by this firm within the last five years, including references with contact information.
  - Specific evidence of familiarity with Low Impact Development (LID) and Green Infrastructure (GI) procedures;
  - Statement of availability and location of key personnel to work on the Rochester assignment;
  - Descriptions of budgeting costs;
  - Proposal Form.

## **SCOPE OF WORK**

The following work shall be completed by **September, 30 2014**

### **1. Review and Evaluation**

- Review stormwater components of the existing City documents including the Site Plan Regulations, Subdivision Regulations, Public Works Infrastructure Design Standards, and Chapter 50 of the City Ordinances.
- Collect and review other available information including the Model Stormwater Standards for Coastal Watershed Communities (2012)
- Provide a summary of key areas noted in documents reviewed.

### **2. Monthly Reports and Presentations with Recommended Updates**

- The Consultant will provide a monthly report outlining:
  - Recommended updates to regulations including current and consistent information that focus on Low Impact Development (LID) and Green Infrastructure (GI) strategies, and stormwater Best Management Practices

Note: Materials should clearly outline the existing Rochester standards as well as potential improvements so that committees can visualize the changes being recommended.

- The Consultant will prepare materials and present recommended updates in the forums below.
  - With assigned City of Rochester staff, throughout the process.
  - UNH Stormwater Center (UNHSC) and project representatives on a regular basis (not to exceed 4 times)
  - Planning Sub-Committee- monthly
  - Planning Board, Conservation Committee and City Council, as needed.

### **3. Recommended Approach for Tracking Permitted BMP's**

As part of the current Site Plan and Subdivision approval process, the City collects and reviews long-term stormwater/drainage operations and maintenance plans for each

development, however, the City does not have any formal way of tracking continued adherence to these plans, thus leading to potential risk of stormwater system failures.

- To the extent practicable, the Consultant will work with staff to develop a procedure on how to maintain tracking of permitted BMP's with respect to IC increases and Operation and Maintenance activities. This procedure should also be referenced in updated stormwater documents.

#### **4. Final "Draft" Documents and Presentation**

The Consultant will produce a "Final Draft" of all City stormwater documents, reflecting recommended changes and participate in the presentation of these documents to the Conservation Commission, Planning Board and City Council.

### **I) INSTRUCTIONS FOR PROPOSALS**

#### **Preparation of Proposals**

- The firm shall submit his/her price proposal upon the forms (attached) furnished by the City.
- If an amount entered on the Proposal Form is to be altered it should be crossed out with ink, the new unit price or price proposal amount entered above or below it, and initialed, also with ink.
- The proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the consultant legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business address of the President, Secretary and Treasurer.
- All questions shall be submitted in writing to and received by the Purchasing Agent at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net) a minimum of seven (7) days prior to the scheduled opening. The Purchasing Agent will then forward both the question and the City's response to the question to all prospective firms and post it on the City's website.
- All materials submitted in response to this invitation will become the property of the City of Rochester. All expenses incurred by responding to this invitation shall be the responsibility of the firm.

#### **Irregular Proposal**

Proposals will be considered irregular and may be rejected for any of the following reasons:

- If the proposal is on a form other than furnished by the City, or otherwise specified, or if the form is altered or any part thereof is detached.
- If there are unauthorized additions, conditional or altered components, or irregularities of any kind which may tend to make the proposals incomplete, indefinite, or ambiguous as to its meaning.
- If the firm adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

### Interpretations

No oral interpretations will be made to any firm as to the meaning of the specifications or terms and conditions of this RFP.

### Delivery of Proposals

When sent by mail, the sealed qualifications and price proposals shall be addressed to the City of Rochester, New Hampshire, Purchasing Office. All proposals shall be filed prior to the time and at the place specified in the RFP. Proposals received after the time for the opening of the proposals will be returned unopened. Faxed or emailed proposals are NOT acceptable.

### Withdrawal of Proposals

A firm shall be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

No proposal may be withdrawn, for a period of sixty (60) days subsequent to the opening of proposals, without express written consent of the City of Rochester, NH.

### Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation. Firms, their authorized agents and other interested parties are invited to be present.

### Disqualification of Firms

Any of the following reasons may be considered as being sufficient for the disqualification of a firm and the rejection of his/her submittal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- Evidence of collusion among firms.
- Failure to supply complete information as requested.

## **II) RFP EVALUATION**

A Review Committee, consisting of City Staff, shall consider the following factors as an integral part of the proposal evaluation process to include, but are not limited to:

- Ability, capacity and skill to perform within specified time limits and allocated budget.
- Experience, reputation, efficiency, judgment and integrity.
- Reference check
- Familiarity with Stormwater Standards
- Sufficiency of firm's resources to fulfill the contract.
- Other applicable factors as the City determines necessary or appropriate.

## **III) AWARD AND EXECUTION OF CONTRACT**

Consideration of RFP

- Proposals will be made public at the time of opening and may be reviewed only after they have been properly recorded.
- The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

Award of Contract

- If a contract is to be awarded, the award will be made to the qualified firm whose proposal complies with all the requirements prescribed in the specifications page(s) and evaluation section of this document, and at the sole discretion of the City, demonstrates that selection of said firm is in the best interest of the City, as soon as practical after the opening. The successful firm will be notified at the address listed that the proposal has been accepted.
- The final scope of services agreed upon may not be identical to the scope of work set forth in the "Scope of Work" section in the invitation.

Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

## **IV) EXTRAS**

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered, in writing, by the City of Rochester.

## **V) DEFAULT AND TERMINATION OF CONTRACT**

Cause - Any of the following reasons, but not limited to, may be cause for termination of the contract or agreement entered into between the City and Consultant.

- Fails to begin work under Contract within the time specified in the notice to proceed.
- Fails to perform the work in such a manner as to assume prompt completion of said work.
- Performs the work unsuitably or neglects or refuses to redo the work.
- Discontinues the execution of work.
- Fails to resume work, which has been discontinued, within a reasonable time after notice to do so.
- Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency.
- Makes an assignment for the benefit of creditors.
- For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing to the Consultant for such delay, neglect and default.
- If the Consultant does not proceed in accordance with the notice, then the City of Rochester will have the full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Consultant. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.
- All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said Consultant. If such expenses exceed the sum which would have been payable under the Contract, then the Consultant shall be liable and shall pay to the City of Rochester the amount of such excess.

## **VI) OBTAINING RESULTS**

Results for the Proposals will be posted 48 hours after opening on the City website at [www.rochesternh.net](http://www.rochesternh.net) or will be available by request via email at [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net).





**CITY OF ROCHESTER, NEW HAMPSHIRE  
PROPOSAL FORM**

**UPDATE OF ZONING AND LAND DEVELOPMENT REGULATION AND  
PLANNING APPROACHES**

**RFQ # 14-XX**

*(To be filled out completely and attached to qualifications packet)*

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Proposal Amount: \$ \_\_\_\_\_

*(in figures)*

*(in words)*

Print Name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Are you proposing to use other companies or firms in this project as a partnership? If yes, please list them below with contact names.

\_\_\_\_\_

\_\_\_\_\_