

**CITY OF ROCHESTER, NH**  
**31 Wakefield St. Rochester, NH 03867**  
**INVITATION TO BID**

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 23-13 Natural Resource Chapter**
2. **BID Submission Options-Hardcopy, or Electronically:**
  - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 23-13** on package. No in-person drop offs.
  - b) Submit Electronically via Email: [RFP23-13@rochesternhnet.onmicrosoft.com](mailto:RFP23-13@rochesternhnet.onmicrosoft.com)  
Include in Email subject line: **Bid 23-13**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. **Bid Receipt Date & Time:** No later than **September 21, 2022, at 5:00pm.**
4. **Bid Opening Date & Time:** **September 22, 2022, at 3:00 pm.** Opening will be conducted virtually via City of Rochester's Government Channel Video on Demand-Live Stream broadcast <https://rochesternh.viebit.com/?folder=ALL>. Select Live Stream top center. Local broadcast will also occur on Atlantic Broadband cable government channel #26.
5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.net/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** Results can be obtained at <https://rochesternh.net/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.

## Natural Resource Chapter Draft RFP

The City of Rochester, New Hampshire on behalf of the Conservation Commission (hereafter referred to as the Commission) is seeking a qualified Professional Consultant (hereafter referred to as the Consultant) to submit their qualifications and a proposal to update the Natural Resource Chapter of the City's Master Plan in conformance with RSA 674:2 (d). Specific tasks required include: (1) Data collection and public outreach regarding existing conditions of natural resources and public opinions on protections (2) Updating Rochester's Natural Resource Chapter, (2) Preparing maps & update Rochester's Geographic Information Systems (GIS) database related to natural resources, (3) Preparing recommendations for land use planning in regards to the protection of natural resources.

Following the receipt of the Request for Proposals (RFP), the Commission will evaluate the submissions and select the Consultant that meets the Commission's objectives and price. Emphasis will be placed on the Consultant's familiarity with Rochester, experience and successful completion of similar work.

### Introduction

The City of Rochester has a total area of 45.44 square miles (29,082 acres) much of which within the Great Bay Watershed. Rochester contains a high percentage of Wetlands (31.4%) with a significant amount of undeveloped area and dense drainage network of freshwater rivers, streams, and brooks. Rochester obtains its drinking water from a surface source and wells in Farmington and has an Aquifer Overly District associated with the source

In 2009, Rochester developed a Natural Resource Chapter of the Master Plan which provides an overview of our important natural resource areas, existing conditions, and potential threats. The Commission is seeking to expand and update the chapter to ensure current data can inform land use planning. The update will collect, interpret, and create usable data and tools to inform our ordinance and future policy.

The Commission envisions using this work to accomplish the following:

- Enhance and update the Natural Resource Chapter of the Master Plan
- Create usable mapping tools from natural resource inventory data
- Identify resource corridors
- Identify valuable future conservation easement properties
- Identify threats to natural resources
- Inform planning, zoning decisions, and land use regulations

### Scope of Work

#### A. Coordination

The Consultant will meet with the Commission and other members of the planning department prior to the initiation of work to discuss proposed methods, schedule, and approach of the project. The Consultant will meet regularly with the planning staff to provide progress and receive comments and input on work to date. Upon completion of draft reports and mapping, the Consultant will make a presentation to the Commission to discuss the study products. The Consultant will respond to official comments made at the final meeting and submit the final report, mapping, and GIS data within 30 days of the final meeting.

## B. Data Collection

The Consultant will gather all available natural resource data and mapping applicable to Rochester as developed by Federal, state, regional and local agencies and academia, including, but not limited to the U.S Department of Agriculture, U.S. Geological Survey, U.S. Fish and Wildlife Service, Natural Resources Conservation Service, Federal Emergency Management Agency, NH Department of Environmental Services, NH Fish and Game Department, NH Department of Resources and Economic Development, The University of New Hampshire (GRANIT database), Strafford County Planning Commission, Cochecho River Local River Management Advisory Committee, The Nature Conservancy, and Rochester Departments of Planning, Assessing, Public Works, and Water District, and the Commission. Before the development of the report and database, the Consultant will review the 2009 Master Plan Natural Resource chapter for previously developed information. At a minimum, existing data collection will include the following:

- i. Base Mapping the includes Town boundaries, transportation (roads and railroads), surface water features (ponds, streams, rivers), topography, and utility rights-of-way.
- ii. Conservation and public lands
- iii. Prime farmland and soils
- iv. Forest resources and soils
- v. Bogs, wetlands and soils
- vi. Rivers and waterbodies
- vii. Known and potential contamination sources
- viii. Geographic and geologic resources
- ix. Rare or endangered plant and animal species and exemplary natural communities
- x. Wildlife habitat and corridors, as per the NH Wildlife Action Plan and related action plan maps
- xi. Conservation lands and Open Spaces

In addition the consultant will perform outreach in at least two different methods to inform the public of its initial findings and garner input regarding policy priorities.

### C. Update the Natural Resource Chapter of Rochester's Master Plan

- a. The Consultant will revise and update the Natural Resource chapter of the Master Plan to reflect current data and development. As this chapter serves as a framework to build insight into the City's natural resources, the revision must focus on creating a functional asset able to influence development and land-use. The layout will be similar to the existing chapter with updated data and inventory of our natural resources. Planning staff and the Commission will help guide the development of these chapters and specifically the vision statement and implementation plans. Each section of the chapter must also identify the following:
  - i. Discuss how resources are part of the regional ecosystem and the threats that exist to those environments.
  - ii. Identify the sizes, values, and threats to organize potential priorities for protection, sustainability, and quality of life.
  - iii. Discuss conflicts between elements of the Natural Resource chapter and the land use regulations.
  - iv. Discuss City and local capacity for the protection of resources. Along with recommendations for building our resiliency, a clear capacity must also be derived to form achievable goals and understand where we need to build outside support through grants and other organizations.

### D. Mapping and GIS Database Compilation

- a. The Consultant will prepare inventory maps and GIS databases by integrating existing GIS information, any collected field information if performed, and aerial imagery interpretation as necessary to meet the objectives. Maps will be prepared in both digital and hard-copy format using ArcGIS or similar software and using the best available digital orthophotography or mapping as base maps. One GIS resource shall be compiled to layer each area of interest and be functional through public web access. Coordination with the City's GIS department will be required. Documentation of the data source, standards, and scale used for the inventoried resources will be included in metadata descriptions. At a minimum, NRI maps and GIS databases will include the features described below. Please note that much of this information is currently available in the Natural Resource Chapter but may need to be updated:
  - i. Base map information including City boundaries, transportation (roads and railroads), surface water features (ponds, streams, and rivers) and utility rights-of-way.
  - ii. Conservation and public land boundaries available as a data layer in GRANIT and attributed with information on the type of protection that is in place (e.g., conservation easement, fee ownership, etc.). City-owned lands as shown on City tax maps will also be included regardless of conservation status.

- iii. Farmland classified as prime farmland and farmland of statewide importance, based on NRCS soils map data and available in GRANIT. Currently, active farmlands and other permanent openings (e.g. areas dominated by grasses, forbs, brambles, or shrubs and managed as permanent openings) may be included. Information on active farmlands can be obtained through the Farm Service Agency, the Natural Resource Conservation Service, or by the Consultants interpretation of available aerial imagery.
- iv. Aquifer boundaries, using available data in GRANIT and City GIS resources. Active public water supply shall include surface, ground water and the corresponding watershed of each.
- v. Watershed and sub-watershed boundaries by Hydraulic Unit Code, using existing GRANIT coverage when available. Smaller sub-watersheds for all tributaries shall be delineated and digitized by the Consultant using the best available topographic mapping.
- vi. Wetlands from the National Wetlands Inventory and NRCS soils map survey by review of current satellite imagery, and other local data sources.
- vii. Floodplain areas subject to 100-year and 500-year frequency flooding as identified on maps by the Federal Emergency Management Agency (FEMA). These maps are available in digital format as DFIRMS (Digital Flood Insurance Rate Maps).
- viii. Bedrock geology formations as available in GRANIT.
- ix. Any NH Natural Heritage Inventory (NHNHI) data for the City available through GRANIT, including the generalized location of rare species population and/or exemplary natural community occurrences based on available resources.
- x. Critical wildlife habitats, as mapped by NH Fish and Game Department as part of the NH Wildlife Action Plan (use 2020 maps).
- xi. Areas of highly ranked wildlife habitat in Rochester, New Hampshire, the biological region, and supporting landscapes available in GIS format as part of the NH Wildlife Action Plan (use 2020 maps)
- xii. Areas of protective forest soils – NRCS categories 1A, 1B and 1C.
- xiii. Areas of unfragmented lands, greater than 20 acres in size.
- xiv. Soils not well suited for development, as available from NRCS databases. The locations of soils with characteristics that limit development (e.g. this, highly erodible soils and soils with high-water tables, etc.) will be included.
- xv. Scenic resources, including scenic vistas, viewsheds, designated roads, and other various scenic locations, along with their corresponding viewing locations.
- xvi. Buffers for water quality (protection and restoration priorities) around wetlands, bogs, rivers and streams.
- xvii. Areas of co-occurring resources highlighting priority conservation areas.

E. Existing Information and Resources

- a. This effort will build on existing information from current sources including the Masterplan – Natural Resource Section and included information:
  - i. 2009 Natural Resource Chapter
  - ii. Land Use Chapter
  - iii. Rochester GIS resources

F. Minimum Qualifications

- a. The Consultant must meet the following minimum qualifications:
  - i. Expertise in natural resources, environmental science, and planning.
  - ii. Experience and capability in GIS mapping, modeling, and analysis using ArcGIS or similar software.
  - iii. Experience in conducting Natural Resource Assessments for municipalities in New Hampshire.
  - iv. Familiarity with master plan Natural Resource chapter development.
  - v. Experience in working with local planning boards and commissions

G. Submittal Requirements

- a. The respondents should provide:
  - i. A brief scope of work with any modifications to the tasks described above.
  - ii. Proposed deliverables.
  - iii. Proposed schedule by task.
  - iv. Proposed budget by task, and total budget.
  - v. Three relevant references and a succinct qualifications statement.

**INSTRUCTION TO BIDDERS**

- I. PREPARATION OF BIF PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
- VI. PUBLIC OPENING OF BID PROPOSAL**
- VII. DISQUALIFICATION OF BIDDERS**
- VIII. CONSIDERATION OF PROPOSALS**
- IX. AWARD OF CONTRACT**
- X. CANCELLATION OF AWARD**
- XI. BID EVALUTAION**
- XII. LAWS, PERMITS & REGULATIONS**
- XIII. INSURANCE & LEGAL BUSINESS ENTITY**
- XIV. DEFAULT & TERMINATION OF CONTRACT**
- XV. OPENING BID RESULTS**
- XVI. BID FORM**

## **I. PREPARATION OF BIF PROPOSAL**

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's 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 contractor 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 partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each 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 addresses of the President, Secretary, and Treasurer.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

## **II. IRREGULAR PROPOSALS**

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

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.



### **III. DELIVERY OF BID PROPOSALS**

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Emailed or faxed bid proposals are not acceptable.

**IV. ELECTRONIC BIDS:** Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

### **V. WITHDRAWAL OF BID PROPOSALS**

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

### **VI. PUBLIC OPENING OF BID PROPOSALS**

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

### **VII. DISQUALIFICATION OF BIDDERS**

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

### **VIII. CONSIDERATION OF PROPOSALS**

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. 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.
3. Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

### **IX. AWARD OF CONTRACT**

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract.

#### **X. 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 or other claim against the City.

#### **XI. BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

#### **XII. LAWS, PERMITS AND REGULATIONS**

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

#### **XIII. INSURANCE & LEGAL BUSINESS ENTITY**

1. Contractor and any related subcontractors will carry appropriate liability insurance, and be a legal business entity authorized to conduct business in the State of New Hampshire.

#### **XIV. DEFAULT AND TERMINATION OF CONTRACT**

##### **If the Contractor:**

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. 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 Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. 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 Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

#### **XV. OBTAINING BID RESULTS**

Bid results will be available on the website at [www.rochesternh.net](http://www.rochesternh.net) within 48 hours of the bid opening.

**BID PROPOSAL FORM**  
**Bid #23-13**

Record total bid lump sum below.

\$ \_\_\_\_\_  
(cost in numbers)

\$ \_\_\_\_\_  
(cost in words)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Prices Good through date: \_\_\_\_\_

**Authorization:**

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Bid results will be posted after 48 hours on the City of Rochester's web site:  
[www.rochesternh.net](http://www.rochesternh.net) or will be available by request via e-mail at the following address:  
[purchasing@rochesternh.net](mailto:purchasing@rochesternh.net)