



Rye

New Hampshire

March 15, 2023

The Town of Rye is seeking Requests for Proposals for a build out analysis to be conducted in conjunction with an ongoing Master Plan Update:

BACKGROUND

Rye is in Rockingham County. Rye has a population of **5,543** at the 2020 census. The town has a total area of 36.8 square miles of which 12.6 square miles are land and 24.1 square miles are water. Rye has four named streams (Bailey Brook, Berry's Brook, Seavey Creek, and Witch Creek) totaling 11.5 miles of waterways, and almost 26 miles of unnamed streams.

The last build out analysis conducted for the Town of Rye was completed in 2002. Since then, there has been an abundance of growth, variations in the types of development, changes in regulations/zoning including climate change and a completed Natural Resources Inventory (2021).

BUILD OUT ANALYSIS

The Town is going to be working on a theme-based Master Plan update and as an adjunct is interested in having a building out analysis performed to depict potential future land use scenarios.

SCOPE OF SERVICE

The consultant will work directly with the Master Plan Steering Committee, Master Plan Consultant, and the Planning & Zoning Administrator. The scope of services includes, but is not limited to:

- Preparation of a base scenario.
- Preparation of alternative scenarios to depict potential future land uses.
- Final Report and presentation to the Planning Board.

PROJECT FUNDING

At the 2023 town meeting, the Town of Rye approved \$23,000.00 to support the Build Out Analysis. Proposals submitted to this RFP shall not exceed this approved funding level to complete all elements as detailed in the Responses and Scope of Work sections detailed below, inclusive of all anticipated fees, costs, and expenditures.

PROJECT SCHEDULE

The Consultant shall begin work upon contract approval and complete all tasks by December 31, 2023. A completed draft Build Out Analysis shall be delivered at least a month prior to the project completion date to allow time for final review and revisions. The Consultant will provide a final draft Build Out

Analysis reflecting final revisions and will include supporting documents. Respondents shall include reasonable timelines for completion of tasks and deliverables outlined below as part of their proposal.

SUBMITTAL PACKAGE:

1. In total, ten (10) copies of the submittal, including attachments, are required.
2. Pages shall be no larger than letter-size (8 ½ x 11 inches) or, if folded to that dimension, twice letter size (11 x 17 inches). It is acceptable to produce the Submittal on both sides of the paper.
3. The Submittal must be in a sealed envelope plainly marked on the outside with the Consultant's name and project identification as follows: " **Proposal for Build Out Analysis,** Town of Rye, 10 Central Road, Rye, NH 03870, Attention: Kim Reed, Planning and Zoning Administrator.
4. Submittals must be received at Land Use and Planning Administrator, 10 Central Road, Rye, NH 03870 no later than 2:00 p.m., April 28, 2023.
5. Bidders are responsible for all of their costs in preparing and submitting bids hereunder.
6. Upon selection, the successful bidder shall be required to enter into a written contract with the Town within seven (7) days from notification of selection.
7. Each bid submitted shall include a signed statement from an authorized representative certifying as follows: "The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person, corporation, company, or other entity."

SUBMITTAL FORMAT FOR COST PROPOSAL:

1. Bidders should provide a cost proposal that provides an itemization of proposed costs, broken down by labor various work tasks associated with the work.
2. The total cost for the work should be provided on a lump sum, not to exceed basis and shall be at or below the \$23,000.00 total funding authorized for this project, inclusive of all elements, and all potential costs, fees, expenses, and passthroughs.
3. The cost proposal shall identify the hourly rates for all personnel and consultants that will be working on the project and the expected number of hours of work needed for each task as part of their proposal and percent of the total budget.
4. Proposals should include a milestone billing schedule that acknowledges that the Town of Rye will hold 15% of the project funding until the final product has been reviewed and adopted.
5. Cost proposals should identify the hourly rate for personnel associated with the work that may be considered optional or outside the scope of the engagement.

SUBMITTAL FORMAT FOR STATEMENT OF QUALIFICATIONS:

1. Outside cover and first page shall contain the Title of the RFP: " **Proposal for Build Out Analysis.**"
2. The Transmittal Letter will include:
 - a. A Description of the Firm, including, but not limited to, (i) the number of employees employed by the Consultant; (ii) the employees available for the work and their areas

- of specialization; (iii) the number of years the Consultant has been in operation; and (iv) the location of office(s) proposed to handle the work.
- b. The names, contact information, and resumes of key staff who will be assigned to this work in a format that identifies each team member's education and qualifications;
 - c. The identity of the Project Manager,;
 - d. If different consultants will be teaming together, the identity of the lead Consultant;
 - e. A statement summarizing how the Consultant and/or Project Team is specifically qualified for this Project.
 - f. A list of a minimum of three (3) references of comparable projects.
 - g. A statement indicating that to the best of the Consultant's abilities, all information contained in the Submittal is complete and accurate.
 - h. A statement granting the Town of Rye, NH and its representatives' authorization to contact any existing or previous client of the Consultant (or a Consultant's Team Member} for purposes of obtaining an independent evaluation of the Consultant's or a Consultant's Team member's performance.
 - i. A description of how actual or perceived conflicts of interest will be prevented or mitigated that may exist or arise based on any relationships with the Town, Town officials, interested stakeholders, or other clients.
3. At least one copy of the transmittal letter must have the original signature of an officer of each principal firm that comprises the Consultant (not a sub-consultant).
 4. Proposals shall include a Scope of Work. The Scope of Work shall describe the Consultant's approach and technical plan for accomplishing the tasks described in the Scope of Work, including the methods and team member participation in their implementation. The Consultant is encouraged to elaborate and improve on the task listed in the RFP; however, the Consultant shall not delete any of the scope of work tasks described below.

DESCRIPTION OF THE SELECTION PROCESS:

The Statement of Qualifications and Cost Proposals ("Submittal") will be evaluated by the Planning Board. The Planning Board may request and consider additional information of Consultants beyond that sought in this RFP as the Planning Board, in its sole discretion, deems useful. In evaluating Submittals, the Planning Board may, but shall not be required to, conduct interviews with bidders.

The Planning Board shall review compliant proposals and shall determine the Consultant that the Board, in its sole discretion, deems best suited to perform the Work. The Planning Board may reject any or all bids for any reason.

In evaluating bids, the Planning Board may waive any of the requirements or formalities set forth in this Request for Proposals as the Planning Board deems appropriate in its sole discretion.

SELECTION CRITERIA:

Qualifications will be reviewed and evaluated by the Planning Board based on the following criteria:

1. Consultant's experience and approach to similar projects.
2. The proposed contract price and hourly rates.
3. References from previous projects.

4. Professional qualifications of individuals assigned to the project.
5. Current work schedule availability.
6. Consultant's understanding of budget and ability to meet project budget.
7. Consultant's ability to reduce project costs and manage schedule.

No one criteria set forth above shall be determinative. The Planning Board may weigh the criteria set forth above as it deems fit within its sole discretion and may consider such other criteria as the Planning Board deems appropriate and in the best interest of the Town.

CONTRACT DOCUMENT:

Upon final selection, the successful Consultant will be sent a contract for execution in a form and containing such terms deemed suitable by the Town's legal counsel.

Consultant shall be required to sign said written contract with the Town within seven (7) days from notification of selection.

When the contract is executed by both parties, the Consultant will be instructed to commence providing the work as outlined in the contract. All information, plans, documents, photos, and other materials of any kind acquired or developed by the Consultant pursuant to this project shall be the property of the Town of Rye, NH.

The contract shall include the following:

1. The requirement for the Consultant to maintain professional liability, worker's compensation, and motor vehicle insurance in an amount satisfactory to the Town and which covers assigned personnel who will be engaged the project, together with the requirement for Consultant to provide a certificate of insurance, advance notice of cancellation, and the naming of the Town as an additional insured;
2. An indemnification clause that indemnifies, protects, and holds the Town harmless against the negligence and willful misconduct of the Consultant, its employees, and subcontractors;
3. An acknowledgment that all work products used or created in conjunction with the services cover under this Agreement shall be the sole property of the Town of Rye, and that, in the event of cancellation or termination, such products will remain with the Town of Rye;
4. An acknowledgment that the Consultant will be compensated as an independent contractor and will be responsible for providing F.I.C.A., Worker's Compensation, Unemployment Compensation & Liability to all employees assigned to the Town of Rye; and
5. Such other provisions as deemed necessary for the protection of the Town's best interests.