**INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed Bids for ***Consulting Services Related to the Acquisition of Conservation Lands/Easements.***

Bids must be submitted in a sealed envelope plainly marked:

# “Sealed Bid, Consulting Services Related to the Acquisition of Conservation Lands/Easements”

**Bid # 14-57**

City of Rochester

31 Wakefield Street

Rochester, NH 03867

Attn: Purchasing Agent

All bids must be received no later than Thursday June 26, 2014 at 2:15 p.m. Actual bid opening will be at 2:30 pm. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting www.rochesternh.net , or email [purchasing@rochesternh.net](mailto:purchasing@rochesternh.net), or by contacting the Purchasing Agent at City Hall, 31 Wakefield St, Rochester NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid form supplied, and the bid proposals forms must be fully completed when submitted.

**Bid # 14-57**

**Consulting Services Related to the Acquisition of Conservation Lands/Easements**

The City of Rochester is issuing a Request for Qualifications (RFQ) and price proposals for Consulting Services related to the acquisition of conservation lands/easements.

**ROCHESTER, NEW HAMPSHIRE**

Information:

In accordance with the City of Rochester’s Master Plan, the Rochester Conservation Commission actively pursues and acquires conservation easements from private property owners throughout the City.

The Conservation Commission historically has partnered with and received guidance and professional services from local and State land conservancy agencies on all aspects of conservation easement acquisition projects.

However, there are times that the Conservation Commission was not and may not be able to partner with these professional agencies, nor receive their services. In these cases, the Conservation Commission looks to hire a knowledgeable consultant(s) to assist with any or all aspects of obtaining the conservation easement(s), including, but not limited to: approaching land owners, applying for grants, attending local committee meetings, drafting easement/deed language, drafting purchase and sales agreements, coordinating with local land trusts or other agencies on land conservation projects, participating in project based fundraising efforts if needed, creating baseline documentation reports (BDR) or a statement of current condition reports *[if a BDR was not done at the time of the closing on previous easements*], and other tasks related to securing conservation easements and monitoring them annually after they’ve closed.

The Conservation Commission desires to have one or more consultants available to provide services, as described in this RFQ, on an as-needed and on-call basis.

## QUALIFICATION 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).
* Description of related services managed by this firm within the last five years, including references with contact information.
* Familiarity with Land Trust Alliance standards and practices for accepting and completing conservation easements.
* Evidence of a successful track record of closing conservation easement projects.
* Statement of availability and location of key personnel.
* Detailed descriptions of budgeting costs.
* List of References (3 minimum).
* Proposal Form.

## INSTRUCTIONS FOR PROPOSALS

A) 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.

B) 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.

C) Interpretations

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

D) 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 RFQ. Proposals received after the time for the opening of the proposals will be returned unopened. Faxed or emailed proposals are NOT acceptable.

E) Withdrawal of Proposals

1) 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.

2) 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.

F) Public Opening of Proposals

Qualifications/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.

G) 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.

## 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 all aspects of Conservation Easement Acquisition
    - 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

A) Consideration of RFQ

* + 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.

B) 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.

C) 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.

## 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.

## 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.

## 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@rochsternh.net](mailto:purchasing@rochsternh.net).

**CITY OF ROCHESTER, NEW HAMPSHIRE**

### PROPOSAL FORM

**Consulting Services Related to the Acquisition of Conservation Lands/Easements**

**RFQ # 14-57**

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

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

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

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

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

Proposal Amount: Hourly Rate: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(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.

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