

TOWN OF DEERFIELD, NH
REQUEST FOR PROPOSALS (RFP)

Contract Town Planner Services

September 6, 2016

The Town of Deerfield requests proposals to provide Town Planner services on a contractual basis. The individual selected will be an independent contractor and not considered an employee.

STATEMENT OF PURPOSE

The Planning Board of the Town of Deerfield, NH is seeking proposals from capable Planning firms or individual consultants for Town Planner contract planning services with experience in planning, land use, zoning, conservation and environmental issues.

BACKGROUND

Deerfield is a residential agricultural community about 30 miles from Concord, Manchester and the Seacoast in northwest Rockingham County. The NH OEP 2015 population estimate is 4,413 persons.

EXAMPLES OF DUTIES

Under the direction and supervision of the Planning Board, duties may include, but are not limited to:

- a. Take a lead role regarding proposed zoning amendments, updates to local land use regulations and general planning activities.
- b. Review and prepare a written report on proposal for subdivision and site plan review approval.
- c. Prepare an annual schedule of work tasks for the Planning Board.
- d. Facilitate the preparation of the Capital Improvements Program (CIP).
- e. Introduce new planning and community development techniques and theories to the Board, as time permits.
- f. Coordinate with the building inspector/code enforcement officer and Road Agent relative to planning issues.
- g. Provide assistance to the public and the Board in the interpretation of federal, state and local laws and regulations.
- h. Ensure that local regulations are in conformance with state laws, to the extent possible.
- i. Serve as a general conduit of information for the Board between various other board and committees serving the Town, as time permits.
- j. Coordinate work activities with the Southern NH Planning Commission.
- k. Attend meetings regarding planning matters in order to maintain effective communication between various boards, when requested.

- l. Distribute information to the public through The Forum and other ways as appropriate.
- m. Review the Town's website on regular basis for accuracy; add information as appropriate.
- n. Provide assistance to the applicants and agents in preparation of applications to the Board.
- o. Utilize training opportunities and attend workshops and seminars to remain current on new planning techniques.
- p. Update the Board on various activities occurring in town such as major development projects, state programs and related endeavors.
- q. Track opportunities for the improvement and expansion of broadband in Town.
- r. Coordinate the maintenance of Board files and related records with assistance from the Board's Secretary and other Town staff.
- s. Assist in the development of the Board's annual budget and Annual Report to the Town.

MANAGEMENT of INDEPENDENT CONTRACTOR

The Town of Deerfield Planning Board Chair will supervise the contract Town Planner.

CONTACT INFORMATION

Mr. Peter Schibbelhute, Chair

Town of Deerfield Planning Board

P.O. Box 159

Deerfield, NH 03037

SUBMISSION OF PROPOSALS

One (1) electronic copy and five (5) hard copies of the proposal in a sealed envelope must be received by 4:00 p.m. (Eastern Standard Time), Monday, October 3, 2016

clearly marked "**TOWN OF DEERFIELD - CONTRACT TOWN PLANNER**

SERVICES" addressed to:

Ms. Jane Boucher, Secretary

Deerfield Planning Board

P.O. Box 159

Deerfield, NH 03037

Tel (603) 463 – 7924

The proposal must contain the following information:

- Cover Letter;
- Resume;
- Names, phone numbers and emails addresses of three municipal references (preferably New Hampshire references);
- Educational and training qualifications;
- Provide information about consultant/firm, i.e. size, location, nature of work performed, years in business and approach used in meeting the contract requirements;
- Identify all key personnel from the firm or sub-consultants that will be part of the contract work and provide a brief resume including pertinent experience of those individuals;
- If the firm/consultant has been a party in any litigation, arbitration or mediation describe every event in detail and indicate the final results; and
- The hourly rates to be charged by the Contract Planner for services performed.

CONDITIONS OF SUBMISSION

All proposals submitted in response to this RFP become the property of the Town of Deerfield, NH and the Deerfield Planning Board reserves the right to reject or accept all or any part of any proposal, to determine what constitutes a conforming proposal, to award solely as it deems to be in the best interest of the Town, and to waive irregularities that it considers not material to the process.

SELECTION PROCESS

Proposals will be evaluated based on the best interest of the Town, technical merit and on the criteria listed below. At the discretion of the Planning Board, finalists may be interviewed as part of the evaluation process.

EVALUATION CRITERIA

Evaluation criteria shall include all of the following:

1. Graduate degree in Planning, with 10 years progressively responsible planning experience or a combination of education and experience that indicates the ability to perform the duties assigned to this position may be considered.
2. Must possess a valid driver's license and have ability to use personal vehicle.

3. Ability to communicate in oral and written form in a professional manner with both technical and non-technical audiences and to prepare clear and concise written reports and correspondence.
4. Ability to interpret architectural, engineering, wetlands and landscape drawings.
5. Ability to track grant programs and identify potential funding opportunities.
6. Demonstrated successful grant writing experience (with at least two of the following local highly desirable: non-profit, regional, state and/or federal sources).
7. Thorough working knowledge of land use concepts, especially New Hampshire land use laws, in particular NH RSA Chapters 672 through 677.
8. Familiarity with conservation and open space preservation issues.
9. Understanding of the Geographic Information Systems (GIS) is desirable.
10. Ability to establish and maintain effective working relationships with Town officials, Board members, and the general public.
11. Proficiency in Microsoft Word, Outlook and general knowledge of PowerPoint as well as knowledge of other applicable software applications.

Contractual Obligation

The terms of the award under this RFP shall be memorialized by way of an independent contractor agreement with consultant. Should the Planning Board be unable to reach agreement with consultant on the terms of such contract, the Board may withdraw such award. Such contract shall include, but not be limited to, the terms of the award, as well as the additional terms as set forth below. The Planning Board reserves the right to negotiate the terms of such contract.

Non-Appropriation

Town of Deerfield will pay only such contract amounts that can lawfully be made from funds budgeted and appropriated for that purpose during the Town of Deerfield's then current year, subject to annual approval by the Town Meeting. Should Town of Deerfield fail to budget, appropriate, or otherwise make available funds to make payments under this contract, such contract shall be deemed terminated at the end of the then current term. Town of Deerfield agrees to deliver prompt notification after any decision to non-appropriation is made.

Indemnification

To the fullest extent permitted by law the contractor shall protect, indemnify, save, defend and hold harmless Town of Deerfield, including its officials, agents, volunteers and employees, ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of the contractor or its agents, employees, contractors or subcontractors, and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

Town of Deerfield shall not be required to defend or indemnify Contractor or its agents, employees, contractors or subcontractors or any professional service provider.