

REQUEST FOR PROPOSALS
NATURAL RESOURCE INVENTORY
FOR THE TOWN OF HAMPTON FALLS, NH



Town of Hampton Falls, NH
Conservation Commission
1 Drinkwater Rd.
Hampton Falls, NH 03844

RELEASE DATE:
March 22, 2024

RECEIVED
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BY: *R. Dew*

The Town of Hampton Falls, 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 develop a Natural Resources Inventory (NRI) in conformance with RSA 36-A:2. Specific tasks required include: (1) Gathering existing natural resources data, (2) Conducting field-based assessments, if necessary (3) Preparing maps and Geographic Information Systems (GIS) databases, (4) Preparing an NRI report.

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 budget. Emphasis will be placed on the Consultant’s experience and successful completion of NRIs or similar work.

See the Submittal Requirements section at the end of this RFP for submittal details. Replies marked ‘**Sealed Bid, Natural Resources Inventory**’, will be accepted until 6:00 PM, April 11, 2024 by the Town Clerk at the Hampton Falls Town Hall, 1 Drinkwater Rd, NH 03844 or via email to the Conservation Commission Chair, Mary Ann Hill, at conservationchair@hamptonfalls.org. The Town reserves the right to reject any and all proposals.

I. Introduction

The Town of Hampton Falls contains 12.4 square miles of land, 0.2 square miles of inland water, and lies within two of New Hampshire’s major watersheds: 7,359 acres in the Coastal Watershed and 514 acres in the Exeter River Watershed. Hampton Falls has a high percentage of wetlands (29%) and undeveloped lands (48%), which includes water and agricultural lands, and unfragmented lands (58.7%). Undeveloped lands include 2,920.6 acres of forests (comprising 36.2 percent of the total acreage). Hampton Falls has a dense drainage network of approximately 58.5 linear miles of both freshwater and tidal rivers, streams and brooks.

Table 1. Summary of natural resources in Hampton Falls from 2019 Master Plan

Resource	Units	% total area
Aquifers	194.6 acres	2.4
Coastal Watershed	7,359 acres	93
Conserved Lands	1,168 acres	15
Core Focus Areas (The Land Conservation Plan for NH Coastal Watersheds)	3207 acres	39.7
Great Bay Watershed/Exeter River Watershed	514 acres	6.3
Ponds	25 acres	0.3
Public Water Supply Wells		0
Rivers/Streams (linear feet)	308,880 feet	58.5 miles
Undeveloped/Agricultural Lands/Water	3,879 acres	48
Unfragmented Lands	4,747 acres	58.7
Wetlands (National Wetlands Inventory)	2,340 acres	29
Exemplary Habitat Areas (NH Wildlife Action Plan)	6,486.2 acres	80
<i>Total Area of Land = 7,911.3 acres; Total Area of Water = 166.7 acres; Total Area = 8,078 acres</i>		

In 2019, the Town of Hampton Falls published an updated Master Plan. It provides an overview of our important natural resource areas, existing conditions, and potential threats. The Commission is seeking to develop an NRI that would build upon this and other existing documents and clearly and concisely document the natural resources in Hampton Falls. The NRI would provide more in-depth detail through the collection and interpretation of data that focuses on the importance of protecting our natural resources in the face of development pressure and climate change. The inclusion of climate change throughout the evaluation of our natural resources is particularly important given Hampton Falls's extensive amount of fresh and tidal wetlands. Hampton Falls's natural resources are particularly susceptible to sea-level rise, high-tide flooding, storm surge, increased salinity in groundwater, and increased storm activity.

The Commission envisions using this plan to accomplish the following:

- Guide, support, and enhance natural resource protection
- Support holistic conservation-based planning, zoning decisions, and land use regulations
- Improve the management of town-owned land for wildlife and recreation
- Identify town-owned land that may warrant protection by easements or other means
- Identify additional privately owned land that may warrant protection
- Identify man-made and natural threats to the natural resources
- Educate/engage the public

II. Scope of Work

Task A - Coordination

The Consultant will meet with the Commission and other members of the NRI committee, prior to the initiation of the study to discuss proposed methods and schedules for the project and to discuss the project approach. The Consultant will then meet regularly with the Commission and/or other members of the NRI committee to provide progress reports and to receive comments on, and input to, 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 databases within 30 days of the final meeting. Assume five (5) meetings for budgeting purposes.

Task B - Existing Data Collection.

The Consultant will gather all available natural resources data and mapping applicable to the Town 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), the Rockingham Planning Commission, Rockingham County Conservation District, The Nature Conservancy, and the Town of Hampton Falls's Assessing Department, Planning Board, and the Commission. Before the development of the NRI, the Consultant will review the 2019 Master Plan and other existing resources for previously developed information regarding Hampton Falls's natural resources. At a minimum, existing data collection will include the following:

1. Base mapping that includes Town boundaries, transportation (roads and railroads), surface water features (ponds, streams, embayments, Atlantic Ocean), topography, and power-line rights-of-way
2. Conservation and public lands
3. Prime farmland and soils
4. Forest resources and soils
5. Stratified drift aquifers, wellhead protection areas, and known and potential contamination sources
6. Wetlands, including saltmarshes and estuarine habitats
7. Watershed and sub-watershed boundaries
8. Coastal resources/data, including the climate change/water resources data from the 2016 Supplement to the Land Conservation Plan for New Hampshire's Coastal Watersheds (TNC), New Hampshire's Coastal Watershed Conservation Plan 2021 Update (TNC), salt marsh migration data (NHFG), and 2019 Connect the Coast data (TNC)
9. Floodplains
10. Geology and geologic resources
11. Rare or endangered plant and animal species and exemplary natural communities
12. Wildlife habitat, as per the NH Wildlife Action Plan and the recently updated (2020) WAP maps

Task C - Field Data Collection

The Consultant will conduct fieldwork, only if necessary and agreed upon in a separate written agreement by the Commission.

Task D - Mapping and GIS Database Compilation

The Consultant will prepare NRI maps, a GIS database of the Town of Hampton Falls by integrating existing available GIS databases and any collected field information if performed, an interactive story map as recommended by UNH Cooperative Extension, and aerial imagery interpretation as necessary to meet the objectives of a basic NRI as described in "Natural Resources Inventories: A Guide for New Hampshire Communities and Conservation Groups" published by UNH Cooperative Extension in 2016. 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. 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 Master Plan but may need to be updated:

1. Basemap information including Town boundaries, transportation (roads and railroads), surface water features (ponds, streams, embayments, Atlantic Ocean,) topography and power-line rights-of-way.
2. 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.). Town-owned lands, as listed in the Conservation Land excel file (managed by the Commission) and mapped on Town tax maps, (as available from the Assessing Department) will also be included.

3. 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 in the NRI, as provided by the Commission. Information on active farmlands (which should include tilled areas as well as active pastures and orchards) may be obtained from farm service agencies, the Natural Resource Conservation Service, the Town of Hampton Falls, or by the Consultant's interpretation of available aerial imagery.
4. Stratified-drift aquifer boundaries, including boundaries of areas of high transmissivity and low transmissivity and including favorable gravel well analysis. Active public water-supply wells, including wellhead protection areas and sanitary radii, should also be included. These data are available in GRANIT. Zones of potential high-yielding bedrock aquifers are also available as a GIS coverage from the U.S. Geological Survey through the Commission.
5. Watershed and sub-watershed boundaries by Hydrologic Unit Code, using existing GRANIT coverage when available. Smaller sub-watersheds for all tributaries to the Hampton-Seabrook Estuary, Hampton River, Taylor River, Hampton Falls River, and Browns River will be delineated and digitized by the Consultant using the best available topographic mapping.
6. Wetlands, including both freshwater and saltwater, from the National Wetlands Inventory and NRCS soils survey, review of current satellite imagery, and any other local data sources.
7. 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).
8. Bedrock geology formations as available as data layers in GRANIT. In Hampton Falls, the entire population is dependent upon groundwater as a drinking supply; therefore, the protection and wise use of water resources are of critical concern to the Town. It is the responsibility of the Town to take reasonable precautions to protect groundwater resources from the potential harmful effects of certain land use and activities to protect the health and general welfare of the community.
9. Any NH Natural Heritage Inventory (NHNHI) data for the Town available through GRANIT, including the generalized location of rare species populations and/or exemplary natural community occurrences based on the list online.
10. Critical wildlife habitats, as mapped by NH Fish and Game Department as part of the NH Wildlife Action Plan (use 2020 maps).
11. Areas of highest ranked wildlife habitat in Hampton Falls, New Hampshire, highest ranked habitat in the same biological region, and supporting landscapes available in GIS format as part of the NH Wildlife Action Plan (use 2020 maps).

12. Areas of productive forest soils – NRCS categories 1A, 1B, and 1C.
13. Areas of unfragmented lands, greater than 20, 50, 100, and 500 acres in size.
14. Soils not well suited for development, as available from the NRCS databases. The locations of soils with characteristics that limit development (e.g. thin, highly erodible soils and soils with high-water tables, etc.) will be included.
15. Scenic resources, as provided by the Commission, including viewsheds, designated roads, and other various scenic locations, along with their corresponding viewing locations, as identified on maps to be provided by the Commission.
16. 2016 Coastal Conservation Plan Water Resources Supplement data and New Hampshire's Coastal Watershed Conservation Plan 2021 Update (TNC) for flood storage areas, buffers for water quality (protection and restoration priorities), and salt marsh migration areas.
17. Map areas of important co-occurring resources. This limited analysis will be a collaboration between the Consultant and the Commission or NRI Subcommittee once preliminary NRI mapping is complete.
18. Groundwater Rise caused by Sea Level Rise models as mapped in NH Coastal Viewer.

Task E - NRI Report

The Consultant will prepare an NRI report with an executive summary that describes the Town's natural resources including: their location(s), sizes, values, and threats; example photographs; and potential means and priorities for protection. The report will provide the community with information on the important, naturally occurring resources that are essential to Hampton Falls's sustainability and quality of life. Such resources will include, but not be limited to:

- Land-Based Resources
 - Geology/Terrain
 - Soil Types
 - Land Cover
 - Forest Resources
 - Agricultural Resources
- Surface Water Resources
 - Watersheds
 - Water bodies, streams, rivers
 - Freshwater Wetlands
 - Vernal pools
- Floodplains and floodwater storage
- Coastal Resources and risks
 - Saltmarshes
 - Estuary
 - Beach
 - Intertidal zone
 - Tidal Rivers and Creeks

- Sea level rise models
- Groundwater and Water supply
 - Aquifers
 - Well Protection Areas
 - Groundwater rise and increased salinity
- Flora
 - Land vegetation
 - Aquatic vegetation
 - Invasive species
 - Rare, Threatened and Endangered
- Fauna
 - Land-based wildlife
 - Avian wildlife
 - Native and Migratory
 - Aquatic/Marine wildlife
 - Fisheries
 - Shellfish
 - Habitats
 - Forests, Grasslands, Peatlands, Wetlands, Swamps, Marshes, shorelines, vernal pools, headwater streams, etc.
 - Corridors
 - Wildlife Conservation Priority Areas
 - Invasive species
 - Rare, Threatened and Endangered
- Recreation and Scenic Resources
 - Coastline, Pastureland, Salt Marshes, etc.
- Open Space Preservation, Land Conservation, and Saltmarsh Migration
- Recommendations/Citizen Science Opportunities
 - Identify specific data collection needs
 - Data management options and accessibility for ongoing data collection

III. Existing Information and Resources

The NRI will build on existing information from current sources including the Master Plan—Natural Resources section, other town reports, and other public sources.

Existing documents and sources of information include:

- [2006 Prime Wetland Study](#)
- [2006 The Land Conservation Plan for New Hampshire's Coastal Watershed](#)
- [2008 Hampton-Seabrook Estuary Restoration Compendium](#)
- [2015 Piscataqua Region Environmental Planning Assessment](#)
- [2015 Tides to Storms Vulnerability Assessment](#)
- [2019 Hampton Falls Master Plan](#)

- [2019 Hampton Falls Master Plan Maps](#)
- [2023 SHEA Estuary Management Plan](#)
- [2023 PREP State of Our Estuaries Report](#)
- [NH Coastal Viewer \(unh.edu\)](#)
- ArcGIS layers and maps of saltmarsh plants, invasive plant species, and ditches provided by the Commission

IV. Minimum Qualifications

The Consultant must meet the following minimum qualifications:

- Expertise in natural resources, environmental science, and planning.
- Experience and capability in GIS mapping, modeling, and analysis using ArcGIS or similar software.
- Experience in conducting Natural Resource Inventories and Assessments for municipalities in New Hampshire.
- Familiarity with master plan NR chapter development.
- Experience in working with local planning boards and commissions.

V. Submittal Requirements

The respondents should provide:

- A brief scope of work with any modifications to the tasks described above.
- Proposed deliverables.
- Proposed schedule by task.
- Proposed budget by task, and total budget.
- Three relevant references and a succinct qualifications statement.

Please mail or deliver one sealed hard copy to Hampton Falls Conservation Commission, 1 Drinkwater Rd, Hampton Falls, NH 03844.

Please send any questions about the RFP to Mary Ann Hill conservationchair@hamptonfalls.org.

The Commission may conduct interviews of short-listed consultants. The selected Consultant will be awarded upon identification of an appropriate funding source.

VI. PROPOSAL EVALUATION AND SELECTION

Proposals will be reviewed by the Commission and evaluated on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to, the following:

- A. Responsiveness to proposal requirements- (capabilities, work program, approach, clarity, format, etc.).

- B. Qualifications of the Consultant and project team members- experience and technical competence of the Consultant and its personnel, including thorough knowledge of the legal, federal, local, and state land use statutes and regulations.
- C. Previous related work and references- Qualifications and experience of personnel committed to the project.
- D. Consistency of proposal with the scope of services outlined herein.

The Commission, at its discretion, may select a Consultant outright or select one or more finalist(s) for in-person and/or telephone interviews. Upon selection, the highest-ranking Consultant will be invited to enter into contract negotiations with the Town of Hampton Falls.

i. USE OF SUBCONTRACTORS

The use of subcontractors or consultant team members under the contract shall only be allowed with the approval of the Conservation Commission. Subcontractors will be subject to the same requirements as the Consultant.

All subcontractor and consultant team member costs shall be included in the contract price. All subcontractors as used by the Consultant must comply with all requirements of the RFP and contract requirements as contained herein. Satisfactory proof of or compliance of the specifications of the bid and contract requirements must be furnished to the Town prior to any subcontractor performing any work under the awarded contract.

ii. GENERAL PROVISIONS

Nothing contained in the Contract shall be construed to be for the benefit of any persons not a party to the Contract. No third-party beneficiary rights are created. No waiver by either party of any default by the other party in the performance of any provision of the Contract shall operate as or be construed as a waiver of any future default, whether like or different in character.

iii. INSURANCE REQUIREMENTS

The selected Consultant shall procure and maintain, for the duration of the contract, insurance against claims which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, or employees. Proof and coverage amounts of such insurance shall be received and approved by the Town prior to the execution of the contract.

The cancellation of any insurance held by the Consultant and any subcontractor, without immediate satisfactory substitution in accordance with the above requirements, shall serve to automatically terminate the contract.

iv. INDEMNIFICATION REQUIREMENTS

In accepting the awarded contract, the Consultant and any subcontractors or team members employed by the Consultant shall agree to indemnify, hold harmless and exempt the Town, its officers, agents, and employees from and against from any liability, any and all suits, actions, legal proceedings, claims, damages, costs, and attorneys' fees and costs arising from any and all work done by the Consultant, its officers, agents, and employees and any subcontractors or team members in the performance of this Contract.

In accepting the awarded contract, the Consultant and any subcontractors or team member engaged by the Consultant shall assume total liability for any bill from any labor or material suppliers that they have utilized and agree to hold the Town harmless and indemnify the Town from any claims made for payment or actions brought against the Town by labor or materials, suppliers, including for the costs and attorney's fees incurred by the Town in defense against such claims or actions.

v. RELATIONSHIP

The Consultant and any subcontractor or team member it engages shall be in the relationship of an independent contractor with the Town and nothing herein shall be construed as creating, at any time, the relationship of partnership or of employer and employee between the parties hereto, nor shall the award of the Contract be construed as creating any relationship whatsoever between the Town and Consultant, its officers, agents, employees, and any subcontractor or team member.

The Consultant and/or its employees and any subcontractor or team member shall not represent themselves as employees or agents of the Town.

The Consultant shall have sole authority and responsibility to employ, discharge, and otherwise control its officers, agents, employees, and any subcontractor or team member. Neither Consultant nor any of its officers, agents, employees, and any subcontractor or team member shall be deemed employees of the Town or for purpose of any tax or contribution levied by any federal, state, or municipal government.

vi. TERMINATION

The Commission retains the right to terminate and dismiss the Consultant and any subcontractor or team member for non-performance, or poor performance within five (5) working days' notice. Additionally, the Commission reserves the right to negotiate a contract agreement with the next qualified bidder for completion of the work.

vii. LAWS, PERMITS, AND LICENSING

It shall be the Consultant's responsibility, and anyone employed by the Consultant and any subcontractor or team member, to adhere to and comply with all federal, state, and local laws, regulations, and codes, as well as with all standards and practices relating to the work being performed or the services provided. In addition, it is the Consultant's responsibility to procure and keep in effect any and all licenses, permits, notifications, or other regulatory requirements relating to the work to be performed or the services to be provided.

viii. RESERVATION OF RIGHTS

The Town of Hampton Falls is not responsible for any costs incurred by respondents regarding the preparation of submissions in response to this RFP.

This RFP is not to be construed as creating any contractual relationship between the respondents and the Town of Hampton Falls. Submittal of a proposal does not commit the Town of Hampton Falls to award a contract.

The Town of Hampton Falls Commission reserves the right to reject any or all submittals, to waive technical or legal deficiencies, to proceed or not to proceed with any subsequent interview process, or to negotiate without further process any contract as may be in the best interest of the Town of Hampton Falls.

The Town of Hampton Falls further reserves the right to undertake such investigation as it deems necessary to evaluate the qualifications of the Consultant and to evaluate its submittal.

ix. DISQUALIFICATION

A respondent may be disqualified, and its proposal rejected for any of the following reasons: 1) failure to supply complete information as requested by this Request for Proposals, 2) the lack of experience of prospective respondents, or 3) evidence of collusion with other respondents. Any proposal(s) rejected for reason #3 will disqualify the respondent(s) involved from consideration in future dealings with the Town.

x. REVISIONS TO REQUESTS FOR PROPOSALS

If it should become necessary to revise any part of this Request for Proposals or otherwise to require additional information, an addendum will be issued by the Town and posted on the Town website. It is the responsibility of the Consultant to determine if addendums have been issued.

xi. RETURN OF SEALED BID PROPOSALS

A prospective respondent may withdraw its proposal upon request to the Commission before the time of opening; the proposal will be returned unopened. Late proposals will be returned to the respective respondents unopened.

xii. CORRECTION OR WITHDRAWAL OF PROPOSAL AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED PROPOSALS.

Correction or withdrawal of inadvertently erroneous proposals before or after award, or cancellation of awards or contracts based on such proposal mistakes, shall only be permitted at the Commission's sole discretion. However, no changes in the proposed cost(s) or other provisions of the proposal prejudicial to the interests of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of a proposal, or to cancel awards or contracts based on errors or omissions, shall be supported by a written determination made by the Commission. If the Commission denies the withdrawal of a proposal, he shall notify the respondent in writing stating the reasons for his decision.

xiii. PURCHASING POLICY APPLIES

The Town's Purchasing Policy and Purchasing Procedures apply to any proposal received hereunder.

xiv. GOVERNING LAW AND VENUE

This Request for Proposals and the Contract to be entered into shall be governed by the statutory and common laws of the State of New Hampshire and venue shall lie in the State Courts of the State of New Hampshire as to any dispute.

