

**REQUEST FOR PROPOSALS**  
**COMPREHENSIVE MASTER PLAN UPDATE**  
**FOR THE TOWN OF HAMPTON, NH**  
***PHASE II SERVICES***



**Town of Hampton, NH**  
Planning Board  
100 Winnacunnet Road  
Hampton, NH 03842

**RELEASE DATE:**  
**August 31, 2020**

## 1. INTRODUCTION

The Town of Hampton Planning Board is soliciting proposals from qualified consultants to prepare Phase II of the Town's Comprehensive Master Plan Update in accordance with RSA 674:2. When completed, this planning process will have resulted in the creation of an innovative long-range plan intended to serve the community for the next 10-20 years, while also addressing the projected long-term needs of the community. The Planning Board has established a Master Plan Steering Committee consisting of the full Planning Board, representatives from several other Town Boards and Committees, and resident representatives to guide the process. It is presently anticipated that Phase II work would begin in early 2021, and that the finished products will be presented to the Planning Board no later than December 31, 2022. **The Proposal submission deadline and instructions are provided in Section 9 of this Request for Proposals (RFP).** Proposals will be reviewed by a subcommittee of the Town of Hampton Master Plan Steering Committee and will be evaluated according to the Evaluation Criteria set forth in Section 10 below. Upon selection by the Planning Board, the recommended Consultant will be invited to enter into contract negotiations with the Town of Hampton. A final contract is subject to successful negotiation and approval by the Town Manager or his designee. The Planning Board, inclusive of the Steering Committee, will provide input from the proposal evaluation and selection process to assist with the negotiations. The maximum (not-to-exceed) budget available for this project phase is **\$125,000**, inclusive of labor and all project expenses related to the scope of work.

Two components of the overall project were previously funded and contracted. The Coastal Management component has been funded by a National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit Grant under the Coastal Zone Management Act in conjunction with the New Hampshire Coastal Program (NHCP). The NHCP is also funding the Vision component in conjunction with the Project of Special Merit Grant. These two components represent Phase I of the Town's Comprehensive Master Plan Update. The firm of Milone & MacBroom (Phase I Consultant) was selected to complete the Vision and Coastal Management components. The successful respondent to this RFP is expected to collaborate with the Phase I Consultant and incorporate its deliverables into the final Comprehensive Master Plan Update, as appropriate, ensuring consistency and proper integration.

## 2. BACKGROUND

The historic Town of Hampton, New Hampshire was settled in 1638. It is located in Rockingham County, and is one of seven New Hampshire towns located along the Atlantic Ocean. It is the largest of the seacoast towns when seasonal population is considered, with a year-round population of approximately 15,000 that increases to over 100,000 during the summer. Hampton is widely viewed as a desirable community, and offers convenient access to the major cities of Manchester and Boston, the White Mountains, many beautiful lakes, and the Atlantic Ocean. It is a great place to live, work, and play. Hampton offers a wide range of recreational opportunities including beaches, forests, parks, and trails. Hampton Beach is a popular tourist destination during the summer months, and the influx of seasonal residents during this time increases the Town's population to levels closer to that of the State's largest cities, thus presenting infrastructure challenges. Downtown Hampton offers numerous retail shops, restaurants, and professional offices. There is a range of seasonal and year-round housing opportunities throughout the town (single-family homes, condominiums, and rental apartments), although affordability has been expressed as an increasing concern. Hampton is also home to the Tuck Museum, which offers valuable resources on the history and culture of the community. Hampton's public school system is highly rated, further enhancing the appeal of the community.

The purpose of this project is to complete a comprehensive update of the Town of Hampton Master Plan (Phase II) by preparing and/or incorporating various plan components, to be presented to the Planning Board in final form by December 31, 2022. The Vision and Coastal Management components (Phase I), which are being prepared under a separate contract, will ultimately be incorporated (as appropriate) into the full Master Plan update by the Phase II Consultant selected through this Phase II RFP process. The updated Town of Hampton Master Plan will be a long-range plan intended to serve the community for the next 10-20 years, while also addressing the projected long-term needs of the community.

Per RSA 674:1, the Planning Board is required to prepare and periodically amend a Master Plan to guide the development of the municipality. Further, RSA 674:3.II recommends that revisions to the plan be made every 5 to 10 years. The Town of Hampton Master Plan was first created in 1985 and has since been amended to update existing chapters and incorporate new chapters and/or plans by reference; however, most chapters are considerably outdated and the Master Plan as a whole is not in a user-friendly format. Scanned chapters of the current Town of Hampton Master Plan are available at: <https://hamptonnh.gov/255/Hampton-Master-Plan-Documents>.

Hampton is unique in that it currently has a separate Master Plan for Hampton Beach. Under RSA 216-J, the Hampton Beach Area Commission (HBAC) was established to assist the Town and the State of New Hampshire, its agencies and departments in the long-range planning for the Hampton Beach area by the implementation of the Hampton Beach Master Plan. The Hampton Beach Master Plan is a stand-alone document prepared and amended as a state and local cooperative effort. It is anticipated that the HBAC will continue the process of updating their 2001 Plan, with the idea of total integration as a potential goal for the future, but they remain separate for now. With that said, the Town of Hampton Comprehensive Master Plan Update must address matters throughout the entire Town of Hampton, including Hampton Beach. Therefore, it will be imperative that the selected consultant maintain a line of communication with the HBAC, and remain up to date on the Commission's efforts relating to the Hampton Beach Master Plan. For example, the HBAC is presently contemplating an update of the environmental chapter of the Hampton Beach Master Plan. If occurring simultaneously, the successful respondent to this RFP must be willing to communicate (and collaborate as necessary) with the HBAC's chosen consultant to ensure consistency between documents.

Hampton has a Hazard Mitigation Plan that is updated every five years under the direction of the Town's Emergency Management Director. The Hampton Hazard Mitigation Plan is a stand-alone document prepared and amended in accordance with the requirements of the Federal Emergency Management Agency (FEMA). Although an update of the Hampton Hazard Mitigation Plan is not part of this scope of services, the successful respondent is to review this document and incorporate its subject matter (as applicable) into the Comprehensive Master Plan Update.

**Available resources that respondents should consider in preparing their proposals include, but are not necessarily limited to, those listed in Appendix A of this Request for Proposals.**

### **3. SCOPE OF WORK**

The Phase II Consultant's role will be to prepare all elements of the Comprehensive Master Plan Update except for the Vision and Coastal Management elements being prepared under separate contract by Milone & MacBroom (its successor, assigns, subcontractors), also referred to herein as the "Phase I Consultant". This work will be performed in accordance with RSA 674:2, and as further described in this

RFP. The Phase II Consultant shall provide the effort and resources for all aspects of this project, including but not limited to Master Plan Steering Committee meeting attendance, facilitation, and presentations; inter-municipal coordination; report writing; and public outreach and involvement. Staff from the Town of Hampton will work closely with the Consultant, providing management, support, and supervision as necessary. The Phase II Consultant will also collaborate with the Phase I Consultant (Milone & MacBroom) on the interpretation of their Vision and Coastal Management work products for compatibility with the overall finished product. While the Phase I Consultant is responsible for preparing Vision and Coastal Management content, the Phase II Consultant is responsible for the overall design, look, feel, and overall integration of Phases I and II into a unified, comprehensive Master Plan.

### **Project Management**

The proposed scope of work shall include regular project updates by the Phase II Consultant (and its successors, assigns, and subcontractors) with Town Planning Staff, the Planning Board and Steering Committee. If the proposal involves a team of consultants, the lead firm and designated project manager shall be clearly identified.

### **Facilitating Master Plan Steering Committee and Inter-Municipal Coordination**

A special committee of the Planning Board (“Master Plan Steering Committee”) has been created to work with the Consultant to prepare the comprehensive plan elements described below and the Vision and Coastal Management elements awarded under separate contract. At a minimum, the proposed scope of work should include 18 work sessions with the Master Plan Steering Committee. Additionally, the proposed scope of work should facilitate inter-municipal coordination and include opportunities to obtain input from various Town Departments, Board of Selectmen, other land use boards and commissions, and from the Town’s various available resources. It is important to note that while the Master Plan Steering Committee is / will be providing critical oversight of the Phase I and Phase II work, the Planning Board is the authority responsible for ultimately approving the final plan.

### **Data and Information Compilation**

The proposed scope of work should include a process to compile and document all existing plans, studies, data, and other information relevant to the development of the comprehensive master plan components, and shall establish a location where these may be accessed by the public, both digitally and physically.

### **Public Outreach and Participation**

A robust and effective public outreach and participation process will be vital to the success of the Comprehensive Master Plan Update. The proposed scope of work should include a detailed public outreach and participation plan, including a variety of creative and inclusive strategies to reach a broad and representative cross-section of the community including, but not limited to, public visioning sessions, design charrettes, stakeholder or focus group discussions, and the like, as well as the use of social media, virtual communications, and/or web-based tools. Particular attention should be given to engaging socially vulnerable and traditionally underrepresented populations (e.g., youth, elderly, low income, language other than English spoken at home, limited access to transportation, inadequate housing/shelter, low educational attainment, ethnic minorities, physically or mentally challenged, and special medical needs and addictions) that have historically been underrepresented and are not typically reached through more traditional public engagement methods (e.g., public hearings).

At a minimum, the proposed scope of work should include ongoing public outreach and participation opportunities to: 1) enhance interest in and awareness of the overall Comprehensive Master Plan Update; 2) obtain input on various interim draft plan components; and 3) obtain input on the final draft of the full Comprehensive Master Plan Update.

The Phase II Consultant should have proven ability in public outreach, preferably in New Hampshire communities, and be able to provide professional and qualified facilitators to assist at public forums. In particular, the Consultant should be skilled with facilitating sensitive discussions in highly-charged environments. If the lead Consultant lacks relevant outreach experience, the project team should include a more experienced outreach provider.

**NOTE: Although in-person public participation events are strongly preferred where applicable, the Town of Hampton recognizes such events may be necessarily restricted or prohibited at the present time due to the ongoing COVID-19 pandemic. Accordingly, respondent proposals should include safe, creative alternative methods of effective public outreach and participation, which would be utilized in the event that in-person gatherings are not possible.**

#### **Master Plan Content**

The Phase II Consultant will work with the Master Plan Steering Committee and the Planning Board to develop the content associated with the Comprehensive Master Plan Update for the Town of Hampton in accordance with RSA 674:2, including the appropriate sections listed therein. **The Master Plan Steering Committee has expressed a strong preference for a plan update that is creative and integrated, and that should be the style rather than the traditional chapter-by-chapter approach.**

#### **4. PROJECT DELIVERABLES**

Proposals shall specify the deliverables by task, which shall include at minimum:

- Fifteen (15) reproducible hard copies and (1) electronic copy each in Adobe PDF and MS Word format of interim draft(s) and final Comprehensive Master Plan Update, including narrative and graphics. A complete final draft of the Comprehensive Master Plan Update shall be delivered for review no less than two months prior to the completion date for the final deliverables.
- Maps and supporting map data prepared by the Consultant, provided in GIS format compatible with ArcMap 10.6 and referenced to the coordinate system in NH State Plan, NAD83 (1996) with units in feet.
- Spreadsheets and charts in MS Excel format including support data for all tables and graphs.
- Three (3) interim project progress reports, submitted at approximately 25% completion, approximately 50% completion, and approximately 75% completion.
- One (1) final project progress report summarizing major project outcomes completed during the project award period from contract approval through completion. The final progress report shall include, but will not be limited to, suggested revisions to zoning ordinances and land use regulations that would enable recommended actions.

All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the Consultant pursuant to this project **shall be the property of the Town of Hampton.**

## 5. PROJECT SCHEDULE

The selected Phase II Consultant shall begin work upon contract approval and complete all tasks by **December 31, 2022**. A completed draft of the final plan shall be delivered at least 2 months prior to the aforementioned date to allow time for final review and revisions. Care should be given to schedule some, if not all, public outreach and involvement opportunities during the summer months (i.e., May – August) to obtain input from both year-round and seasonal residents. Respondents shall include reasonable timelines for task and deliverable completion as part of their proposal.

## 6. FUNDING

Phase II of this Comprehensive Master Plan Update is funded as a result of a favorable vote on Article 10 at the March 10, 2020 Town Meeting, which raises and appropriates funds for the purpose of contracting professional services for the completion of a comprehensive update of the Town of Hampton Master Plan, except for the vision and coastal content. The maximum (not-to-exceed) budget available for Phase II is **\$125,000**, inclusive of labor and all project expenses related to the scope of work.

## 7. TOWN STAFF INVOLVEMENT

Town Planning Department staff will be responsible for administering the project and overseeing the Consultant's work on the project. Town Planning Department staff will provide available information on related studies and planning initiatives, and will make available the Town's GIS data layers that have relevance to the project scope.

## 8. PROPOSAL REQUIREMENTS

Proposals shall include the following and shall be organized using each of the elements listed below as section headings:

- A. Description of Firm: Provide a brief description of the firm including firm size and area of specialization, location of corporate headquarters, and location of office proposed to handle this project.
- B. Project Team: Provide names and resumes of key staff who will be assigned to this project. Each team member's education and qualifications shall be listed. The project manager shall be clearly identified. If different consultants will be teaming together, indicate the lead consultant. Each consultant must understand, however, that the total costs of all their work cannot exceed the amount of funds appropriated. Hourly rates for each team member shall be included.
- C. Qualifications: Provide a statement summarizing how the Consultant and/or Project Team is particularly qualified for this project.
- D. Scope of Work: Describe the Consultant's approach and technical plan for accomplishing the work herein. The Consultant is encouraged to elaborate and improve on the tasks listed in the RFP; however, the Consultant shall not delete any of the scope of work set forth herein.

- E. Project Schedule: Provide a schedule, itemized by task, for completing the scope of work.
- F. Project Budget: Provide a proposed budget itemized by task and total project cost stated as a firm fixed fee. Also provide a proposed budget by category. Budget categories include: Personnel, Fringe Benefits, Equipment, Travel, Supplies, Sub-Contractual, Construction, Other, Indirect Charges.
- G. Comparable Projects: Describe prior related project experiences and role of key staff.
- H. References: Provide at least three (3) references for similar projects, including current contact name and phone number.

**9. PROPOSAL SUBMISSION**

Eight (8) hard copies and one (1) digital copy (on a flash drive) of all responses to this Request for Proposals (RFP) must be mailed or hand delivered (sealed) to Jason M. Bachand, AICP, Town Planner, Town of Hampton Planning Board, 100 Winnacunnet Road, Hampton, NH 03842 no later than **4:00 PM EDT on Thursday, October 8, 2020**. The envelope or box shall be clearly marked *“Phase II Proposal for Comprehensive Master Plan Update for the Town of Hampton, NH”*.

**10. PROPOSAL EVALUATION AND SELECTION**

Proposals will be reviewed by Town Planning Staff, and a subcommittee of the Town Master Plan Steering Committee and evaluated according to the following evaluation criteria:

- A. Responsiveness to proposal requirements 10 points
- B. Qualifications of firm and project team members 20 points
- C. Previous related work and references 20 points
- D. Consistency of proposal with scope of services outlined herein 50 points

The Master Plan Steering Committee, at its discretion, will recommend a consultant or recommend one or more finalist(s) for in-person and/or telephone interviews. The Master Plan Steering Committee will recommend to the Planning Board a consultant for selection by the Board. Upon approval by the Planning Board, the Consultant will be invited to enter into contract negotiations with the Town of Hampton.

**11. TERMS AND CONDITIONS**

The Town of Hampton’s Terms and Conditions are provided in Appendix B of this Request for Proposals.

**12. QUESTIONS**

Questions regarding this RFP should be e-mailed to Jason M. Bachand, AICP, Hampton Town Planner at [jbachand@hamptonnh.gov](mailto:jbachand@hamptonnh.gov).

## APPENDIX A - RESOURCES

Available resources that respondents should consider in preparing their proposals include, but are not necessarily limited to the following:

- **Previous Master Plan Visioning Efforts (2011-2013):** In 2011, a Vision Subcommittee of the Planning Board was established to envision the future of the Town of Hampton as required for the Master Plan. A letter was sent to approximately 80 individuals to share their thoughts on what they liked or disliked about Hampton, what was important to preserve, and how they thought the town needed to change to meet future challenges and growth. A summary of public responses to this inquiry is available at: [https://hamptonnh.gov/DocumentCenter/View/1834/2013-Vision-Subcommittee\\_Compilation-of-Public-Responses-PDF](https://hamptonnh.gov/DocumentCenter/View/1834/2013-Vision-Subcommittee_Compilation-of-Public-Responses-PDF). The Vision Subcommittee's presentation to the Planning Board in 2013 is available at: [https://hamptonnh.gov/DocumentCenter/View/1833/2013-Vision-Subcommittee\\_Presentation-to-Planning-Board-PDF](https://hamptonnh.gov/DocumentCenter/View/1833/2013-Vision-Subcommittee_Presentation-to-Planning-Board-PDF).
- **Tides to Storms Vulnerability Assessment (2015):** Prepared by the Rockingham Planning Commission, the Town of Hampton's Tides to Storms Vulnerability Assessment evaluates potential sea-level rise and storm surge impacts to local infrastructure and critical facilities, roadways and transportation assets, and natural resources. The final Vulnerability Assessment report is available at: <https://www.therpc.org/regional-community-planning/climate-change/tides-storms>.
- **New Hampshire Coastal Risk and Hazards Commission Final Report (2016):** Adopted in 2016, the New Hampshire Coastal Risk and Hazards Commission (CRHC) final report entitled, *Preparing New Hampshire for Projected Storm Surge, Sea-Level Rise, and Extreme Precipitation*, summarizes New Hampshire's coastal vulnerabilities to projected coastal flood risks and puts forth recommendations and actions for the State and coastal municipalities to increase resilience. The final CRHC report is available at: <https://www.nhcrhc.org>.
- **2019 New Hampshire Coastal Flood Risk Summary (Parts I & II):** The 2019 New Hampshire Coastal Flood Risk Summary is comprised of two parts, including a summary of best available science relevant to coastal flooding in New Hampshire (Part I, published August 2019) and companion guidance for using the science in decision making (Part II, draft, scheduled for release March 2020). *Part I: Science* is available at: <https://bit.ly/2kRmHL8>. The latest draft of *Part II: Guidance for Using Scientific Projections* is available at: <https://bit.ly/2kGplhB>.
- **Hampton Coastal Hazards and Adaptation Team (ongoing):** Hampton's Coastal Hazards and Adaptation Team (CHAT) is comprised of representatives from board and commissions in Hampton, planning and public works staff, individuals from the Hampton Beach Area Commission and Hampton Beach Village District, Seabrook-Hampton Estuary Alliance, and two residents at-large. CHAT meets on the third Tuesday of every month to discuss and investigate the Town's vulnerability to flooding and opportunities to increase resiliency. More information about CHAT is available at: <http://shea4nh.org/2019/08/01/coastal-hazards-adaptation-team-chat/>.
- **Hampton Beach Area Commission (ongoing):** The Hampton Beach Area Commission (HBAC), enabled per RSA 216-J, was established to assist the Town of Hampton and State of New Hampshire agencies and departments in the long-range planning for the Hampton Beach area through the implementation of the Hampton Beach Area Master Plan. The HBAC has also been



actively updating the 2001 Hampton Beach Master Plan, with a transportation section update adopted in 2018 and an environmental section update anticipated in the near future. Any plan updates undertaken by the HBAC should be coordinated with the Town of Hampton Comprehensive Master Plan Update. HBAC meeting agendas and minutes are available at: <https://hamptonnh.gov/agendacenter>.

- **New Hampshire Seacoast Greenway:** The New Hampshire Seacoast Greenway (NHSG) is a proposed 17-mile urban greenway/rail-trail linking eight coastal communities from Portsmouth to Seabrook (a significant portion of which will extend through Hampton). None of the New Hampshire route is in place today, but several miles of abandoned railway are pending development. The NH spine route will total 17.2 miles, and we anticipate virtually all of it will use the corridor of the Boston and Maine Railroad from Seabrook to Portsmouth. This railroad right-of-way crosses into Massachusetts and is being advanced there as a trail. The southernmost portion of this right-of-way in NH (4.5 miles) was acquired by the State of New Hampshire Department of Transportation (NHDOT) when it was abandoned as a rail corridor. The portion of the corridor extending through Hampton was more recently acquired by NHDOT. The NHSG is part of the larger East Coast Greenway (ECG), running from Maine to Florida. In addition to connecting to the New Hampshire coastal towns, the NHSG will connect with segments of the ECG currently being built in Maine, Massachusetts and beyond. An Advisory Committee has been formed with a mission to plan, construct, maintain and operate the NHSG and is currently working to move the project from concept to reality. Their Facebook page can be found at: <https://www.facebook.com/nhseacoastgreenway>.
- **Experience Hampton (ongoing):** Formed in 2010, the mission of Experience Hampton (EHI) is to organize, promote and manage events and projects in Hampton and the general vicinity that improve and benefit the community. Among its sponsored programs, EHI has identified the facilitation of economic development projects as part of their mission statement. <https://www.experiencehampton.org>.
- **Hampton Zoning Ordinance, Site Plan Review and Subdivision Regulations:** These documents are available online at: <https://hamptonnh.gov/259/Regulations>.
- **Recreational Needs Assessment:** The Hampton Parks and Recreation Department conducted a Recreational Needs Assessment in 2019. <https://hamptonnh.gov/189/Parks-Recreation>.
- **Hampton Hazard Mitigation Plan:** Hampton has a Hazard Mitigation Plan that is updated every five years under the direction of the Town's Emergency Management Director. Although inserted into our current Master Plan binder, the Hampton Hazard Mitigation Plan is essentially a stand-alone document prepared and amended in accordance with the requirements of the Federal Emergency Management Agency (FEMA). The Plan can be found at: <https://hamptonnh.gov/DocumentCenter/View/1384/14Hazard-Mitigation-Plan-Update-2017-PDF>
- **Master Plan Sessions:** Since June of 2019, the Planning Board has devoted its second meeting of each month to holding Master Plan Sessions in order to increase public awareness of this important planning process. The designated attendees of these Master Plan Sessions have also evolved into a formal Master Plan Steering Committee. Activities have included (but are not limited to) master plan education, evaluating master plans from other communities, preparing a warrant article for Town Meeting, and developing a preliminary Master Plan Survey. Various documents from these meetings are available online at: <https://hamptonnh.gov/516/Master-Plan-Sessions-2019>.

- **Existing Hampton Master Plan:** Respondents may access the Town's existing Master Plan documents at: <https://hamptonnh.gov/255/Hampton-Master-Plan-Documents>.
- **Capital Improvement Plan (CIP):** Respondents may access the Town's 2020-2025 CIP at: <https://hamptonnh.gov/245/Capital-Improvement-Plan-CIP>.
- **Organizations:** Hampton Area Chamber of Commerce, Hampton Beach Village District, Hampton Conservation Commission, New Hampshire Seacoast Greenway Advisory Committee, Seabrook-Hampton Estuary Alliance (SHEA).

## **APPENDIX B – TERMS AND CONDITIONS**

### **WORK STANDARD**

The work performed by the Consultant and any subcontractors or team members shall be in a workmanlike, professional manner, in accordance with generally accepted industry principles and practices, and consistent with a level of care and skill ordinarily practiced by entities currently providing similar services under similar circumstances at the time the services were provided.

### **USE OF SUBCONTRACTORS AND CONSULTANT TEAM MEMBERS**

The use of subcontractors or consultant team members under the contract shall only be allowed with the approval of the Town Planner or his designee. Subcontractors will be subject to the same requirements as the Contractor.

All subcontractor and consultant team member costs shall be included within the contract price.

All subcontractors used by the Contractor must comply with all of the requirements of the bid and contract requirements as contained herein. Satisfactory proof of compliance with the specifications of the bid, contract and insurance requirements must be furnished to the Town prior to any subcontractor performing any work under the awarded contract.

### **PAYMENT**

Payment by the Town shall be made within 30-days of receipt of a detailed invoice for completed services billed in writing, with approval signoff of the Planning Board and Town Manager or their designees. Payment of invoice automatically releases any lien that the invoice may have provided against the Town.

Invoicing Instructions. All invoices shall include the following information:

1. Company Name and Contact Information
2. Location of work
3. Date work was completed
4. Detailed description of services rendered

Detailed invoices shall be submitted on a monthly basis to the Planning Office.

### **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.

### **INSURANCE REQUIREMENTS**

The insurance required for the award of the Contract shall provide adequate protection of the Town and for the selected Consultant and any subcontractors and team members against damage claims, which

may arise from work under the Contract, whether such work is performed by the insured or by anyone employed by said firm, or from any of the hazards that may be encountered in the performance of the work.

The following shall be considered minimum standards for insurance required of the Consultant and any of its subcontractors and team members, to perform the Scope of Services provided to the Town:

#### 1. Workers' Compensation Coverage

To be eligible to be awarded the contract to perform the work required, the Consultant and any of its subcontractors must submit to the Town a current certification of Workers' Compensation Insurance in accordance with the provisions of New Hampshire law from a company licensed to issue such insurance in the State of New Hampshire in the following amounts, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Limits of Liability:	Coverage A	Statutory
Coverage B:	Each accident	\$2,000,000
Disease:	Each employee	\$2,000,000
Disease:	Policy Limit	\$2,000,000

#### 2. Liability Coverages

To be eligible to be awarded the contract to perform the work required, the Consultant and any of its subcontractors shall submit to the Town a current Certificate of Insurance for Commercial General Liability (to include contractual liability, explosion, collapse, and underground coverages); Comprehensive Automobile Liability; Excess Liability; Property Liability (All risk including Theft & Fire) coverages, in the amounts as set forth below from a company licensed to issue such insurance in the State of New Hampshire, which shall be maintained during the life of the contract (excess or umbrella coverage may satisfy requirements).

Limits of Liability:	\$2,000,000 each occurrence bodily injury and property damage
	\$2,000,000 general aggregate – include per project aggregate endorsement
	\$2,000,000 products/completed operations aggregate
	\$2,000,000 combined single limit for bodily injury and property damage

#### 3. Professional Liability Coverage

Professional Liability / Errors & Omissions coverage shall be carried in the following amount.

Limits of Liability: \$3,000,000

#### 4. Additional Insured

The "Town of Hampton" shall be named as an additional insured on all the Certificate of Insurances. Such certificates shall also contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Town of Hampton".

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

### **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, employees, counsel and volunteers from and against 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.

### **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.

### **TERMINATION**

The Town acting through the Town Manager retains the right to terminate and dismiss the Consultant and any subcontractor or team member for non-performance, or poor performance with five (5) working days' notice. Additionally, the Town acting through the Town Manager reserves the right to negotiate a contract agreement with the next qualified bidder for completion of the work. The Planning Board, inclusive of the Steering Committee, shall provide input concerning any such action.

### **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, and that of anyone employed by the Consultant and any subcontractor or team member 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.

### **RESERVATION OF RIGHTS**

The Town of Hampton 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. Submittal of a proposal does not commit the Town of Hampton to award a contract.

The Town of Hampton Town Manager 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.

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

### **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 bid proposal(s) rejected for reason #3 will disqualify the respondent(s) involved from consideration in future dealings with the Town.

### **REVISIONS TO REQUEST 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 furnished to all potential responders who have obtained copies of this original Request for Proposals.

### **RETURN OF SEALED BID PROPOSALS**

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

### Correction or Withdrawal of Bid 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 Town Manager'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 Town Manager in his sole discretion. No proposal may be withdrawn when the result would be

to award the contract to another proposal from the same respondent or to another respondent in which its percentage of ownership of the withdrawing respondent is more than five percent. If the Town Manager denies the withdrawal of a proposal, he shall notify the respondent in writing stating the reasons for his decision.

#### **RECEIPT OF PROPOSAL**

All prospective respondents seeking to submit a proposal are requested to inform the Town by email at [jbachand@hamptonnh.gov](mailto:jbachand@hamptonnh.gov) that they have obtained the Request for Proposals. Please provide your name, address, phone number, and email address. This will enable the Town to forward any addenda distributed and/or additional information that may be required for compliance with the Request for Proposals document.

#### **NO RESPONSE REQUEST**

It is requested of all prospective respondents who have obtained a Request for Proposals from the Town's Website that if they will not be submitting a proposal to submit a letter of no response to the Town.

#### **POSTING OF REQUEST FOR PROPOSALS**

This Request for Proposals and any attachments, and any addenda distributed are posted on the Town's website at <https://hamptonnh.gov/Bids.aspx>

#### **PURCHASING POLICY APPLIES**

The Town's Purchasing Policy and Purchasing Procedures in Chapter 718 of the Hampton Code of Ordinances apply to any proposal received hereunder.

#### **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.