



TOWN OF HUDSON
INSPECTIONAL SERVICES DIVISION
12 SCHOOL STREET, HUDSON, NEW HAMPSHIRE 03051



Emergency 911
Business 603-886-6005
Fax 603-594-1142

David Hebert
Fire Marshal

Posting Date: 8/16/2024
Closing Date: 9/16/2024

TOWN OF HUDSON, NH
INSPECTOR/PROFESSIONAL ENGINEER
REQUEST FOR PROPOSAL

The Town of Hudson is seeking to contract a part time Inspector / Professional Engineer to be onsite and perform inspections as needed weekdays Monday through Friday for a large commercial construction project until completion of the project. The estimated time frame is 18 to 24 months. The inspector will be providing timely inspections which will help assist in preventing scheduling delays for the project. The proposed project is to erect one commercial distribution building totaling 1,393,822 square feet, a 7,427 square foot maintenance building, a 3,538 square foot transportation building and a 1,114 square foot guard house building. The duration of the project is approximately 18 to 24 months. The project is in the southern part of Hudson N.H.

Sealed package shall be labeled / addressed as follows and are due by **10:00AM on later than Thursday, September 19, 2024 to:**

**Town of Hudson
Town Clerk
12 School Street
Hudson, NH 03051**

Inspector/Professional Engineer Proposal

Bid opening to immediately follow in the Buxton Meeting Room at Town Hall – 12 School Street – Hudson, NH 03051.

Copies of the RFP are available on the Town of Hudson, NH website at www.hudsonnh.gov

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town of Hudson reserves the right to reject any and all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of The Town of Hudson. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare as non-responsive and subject to disqualification.

PROPOSAL DUE DATE / TIME:

**SEPTEMBER 19, 2024 BY 10:00AM
TOWN OF HUDSON
TOWN CLERK
12 SCHOOL STREET
HUDSON, NH 03051**

All questions due by September 12, 2024 by 12:00PM to be considered.

Questions related to this RFP shall be directed to Fire Marshal Dave Hebert via email at dhebert@hudsonnh.gov. All questions must be submitted in writing (email is acceptable) and include the, page number, and item number relating to each question.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

RECEIPT AND OPENING OF PROPOSALS

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened. All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The Owner reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

SCOPE OF SERVICES AND QUALIFICATIONS

The inspector/engineering firm selected shall have credentials from the International Code Council, NFPA or equivalent Professional Engineering to enforce the State of NH Adopted Building and Fire Codes.

The inspector/engineering firm will be performing inspections for:

- Commercial structural components to include footing and foundation reinforcing steel, foundation inspection after concrete is placed, structural steel framing, light gauge metal stud framing, concrete wall panels, all roof components
- Plumbing systems
- Mechanical systems
- Heating and Cooling systems
- Electrical systems
- Sprinkler systems
- Fire pumps/water storage tanks
- Fire alarm systems
- Hydrogen systems
- Battery Charging systems
- Communication system
- And other components of construction not listed here.

The inspector will have an onsite office equipped with electricity, HVAC, and a secure Wi-Fi connection. The inspector shall be accessible and available to all trades during construction to assist in code clarification and questions that may arise. The inspector will keep the Fire Marshal abreast of construction activities and any clarifications needed. The inspector will meet with the Fire Marshal frequently to discuss progress, questions and concerns and schedule updates from the developer. The inspector will also attend site meetings with the Fire Marshal, the Fire Chief and the project design teams as well as the construction project management.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in electronic and two (2) identical hard copy formats.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, email and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last ten (10) years that are of similar size and scope.

3. Cost Proposal

Proposers shall submit an hourly rate breakdown for the estimated 18 to 24 month duration of the project.

AWARD OF CONTRACT

The contract will be awarded to a responsive and responsible Proposer based on the evaluation criteria (credentials, experience of the engineering firm / inspector experience, and cost), not necessarily the lowest price.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Town Administrator
Town of Hudson
12 School Street
Hudson, NH 03051

All protests shall be resolved in accordance with the municipality's protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Contractor's proposal in response to the RFP, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer (Contractor), the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes

under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town of Hudson.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as

the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement.

Vendors shall also mean Proposers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **electronic and two (2) identical hard copy formats** as part of its proposal:

1. Proposal Document as outlined above
2. Form W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
3. Town of Hudson Indemnification Agreement
4. Valid Certificate of Insurance

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage.

PROPOSAL FORM

**INSPECTION SERVICES FOR COMMERCIAL CONSTRUCTION PROJECT
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE INSPECTIONAL SERVICES FOR THE ABOVE.

1. Inspection Services :

Inspection services for the project listed above.

\$ _____

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
3. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
4. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
5. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company:

Signed by:

Printed or typed name:

Address:

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return as part of the proposal package to:

Town of Hudson
Town Clerk Office
12 School Street
Hudson, NH 03051

Due Date/Time: September 19, 2024 10:00AM

INSURANCE REQUIREMENTS

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit N/A
- Underground/Explosion and Collapse N/A

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability N/A
- Garage Keepers Legal Liability N/A

Workers Compensation

NH Statutory including Employers Liability			
- Each Accident/Disease-Policy	Limit/Disease-Each	Employee	
\$100,000/\$500,000/\$100,000			

Commercial Umbrella

May be substituted for higher limits required above
\$1,000,000

- Follow Form Umbrella on ALL requested Coverage

Other

- 1. Professional/Errors & Omissions N/A
- 2. Builders Risk – Renovation Form
- All Risk completed value form including Collapse N/A
- Sublimit for Soft Cost Coverage N/A
- 3. Installation Floater (Equipment) N/A
- 4. Riggers Liability N/A
- 5. Environmental – Pollution Liability N/A
- 6. Aviation Liability N/A
- 7. Watercraft – Protection & Indemnity N/A

- (X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

**INSPECTION SERVICES
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town of Hudson, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Hudson for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company _____

Taxpayer identification number _____

Authorized signature _____

Date _____

Address _____

Telephone _____

Toll-free number _____

Fax number _____

E-mail address _____