

# REQUEST FOR PROPOSAL

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**DESIGN / BUILD SERVICES FOR  
POLICE DEPARTMENT HVAC UPGRADE/REPLACEMENT  
1 CONSTITUTION DR.  
HUDSON, NEW HAMPSHIRE**

**Prepared for**

**Town of Hudson  
Police Department  
1 Constitution Dr.  
Hudson, NH 03051**

**June 24, 2024**



**Prepared by**

**Town of Hudson  
Police Department  
1 Constitution Dr.  
Hudson, NH 03051**

**REQUEST FOR PROPOSAL**

**DESIGN/BUILD SERVICES FOR POLICE DEPARTMENT HVAC  
UPGRADE/REPLACEMENT**



The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide design and installation services of:

**DESIGN / BUILD SERVICES FOR  
POLICE DEPARTMENT HVAC UPGRADE / REPLACEMENT**

The CONTRACTOR must be lawfully engaged in the service of design and installation of HVAC in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:00 AM on August 9, 2024**, from interested firms, to be eligible for consideration by the Town. Proposals shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

**DESIGN / BUILD SERVICES FOR  
HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT  
HUDSON, NEW HAMPSHIRE"**

Requests may be issued only by the Chief of Police, or his designee, to authorized firms, and are not transferable unless authorized by the Chief of Police or his designee.

Complete copies of RFP are available from:

Captain David Cayot  
Hudson Police  
1 Constitution Dr.  
Hudson, NH 03051  
[dcayot@hudsonnh.go](mailto:dcayot@hudsonnh.go)

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

The Town reserves the right to reject any or 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, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for **DESIGN / BUILD SERVICES FOR HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT** will not be considered.

All proposals are advertised, at the Town’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Hudson, NH Police	Post at Town Hall	12 School Street, Hudson NH 03051	603.816.2244 603.594.1162 (Fax)	dcayot@hudsonnh.gov
	Hudson Community Center	12 Lions Ave Hudson, NH 03051		
	Roger’s Memorial Library	194 Derry Rd. Hudson, NH 03051		

TOWN OF HUDSON, NEW HAMPSHIRE

  
 \_\_\_\_\_  
 Chief Tad Dionne

Date: 06-24-24

**PROPOSAL DUE DATE/TIME: AUGUST 9, 2024 NOT LATER THAN 10:00 AM AT THE HUDSON TOWN HALL 12 SCHOOL ST., HUDSON, NH.**

**A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE HUDSON POLICE DEPARTMENT (1 CONSTITUTION DR.) ON JULY 11, 2024 AT 10:00 AM.**

**ALL QUESTIONS ARE DUE TO CAPTAIN CAYOT BY JULY 19, 2024 AT 10:00 AM.**

## PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Special Investigations Bureau Commander, Captain David Cayot (Dcayot@hudsonnh.gov) no later than twenty-one (21) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

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.

## SUBMISSION OF PROPOSALS:

**Proposals must be submitted at the Town Hall 12 School Street., Hudson NH by 10:00 AM August 9, 2024**, as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

## BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

## AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Police Department at least 1 day before Proposal opening.

#### 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. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

#### 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.

#### PROPOSAL RESULTS:

**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.

### PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

### PROJECT BACKGROUND

The Hudson Police Department is in need of a full evaluation of its original HVAC system. The interested parties can assess all the units, before or during the mandatory site visit to determine the existing size of the equipment and what is needed. In addition, the contractor will be required to determine what will be needed to remove the existing Niagara AC Jace and at a minimum (5) VAV box controllers and install a new, open system, to include room sensors.

This is a design / build project and the successful bidder will provide the necessary design components and the cost associated with it.

This project will be 100% funded by the Town of Hudson.

### SCOPE OF SERVICES

The Town of Hudson Police Department is soliciting Contractor services to design and construct improvements for

### **DESIGN / BUILD SERVICES FOR HUDSON POLICE DEPARTMENT HVAC UPGRADE/REPLACEMENT**

The work will include the design and installing of new HVAC system and involves the following:

- Assessment of the existing systems
- Remove and replace existing Jace
- Remove and replace a minimum of (5) VAV box controllers including room sensors and

- upgrade to CAT6 cabling
- Program new Jace and confirm proper display and communications with all devices
- Prepare all permitting documents and acquire all permits required for construction (fees will be paid by the Town).
- Prepare complete design, construction plans and cost estimates, for the units to be utilized on this project, including more energy efficient equipment options
- Construct the approved construction plan that will conform to new building and fire codes
- Conduct startup and on site training with Departments operations staff
- Provide the Town with the manuals
- All proposed new systems shall have an ENERGY STAR rating

All prices include control, any modifications to the existing controller, cabinet, wiring or other appurtenances and any new equipment, wiring, labor, etc. to provide a fully functioning HVAC system.

The existing system must remain operational at all times during the construction unless directed by the Chief of Police in writing.

Proposers shall demonstrate experience in the design and installation of projects.

#### 1. Description of Services Requested

The Contractor will need to provide the Town with a written description of the proposed work for review and approval.

Work will include:

- Final design plans that includes the equipment / upgrades required and cost
- Replacement of existing units
- Removal of the old equipment, no longer required, offsite
- Provide ENERGY STAR ratings for proposed units
- Decommission and demo old Jace and at a minimum (5) VAV box controllers
- Install new, open system, Jace controller with a low voltage power transformer in a new enclosure
- Program the database in the new Jace
- Install at a minimum (5) open system VAV controllers with at a minimum, (5) room sensors, including CAT 6 cabling
- Provide training and assist with setting up user accounts

#### 2. Time Frame for Performance of Services

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations and the project will proceed immediately. Project must have completed all verification and validation testing and be ready for final acceptance by the Town by **December 31, 2024**.

## APPROXIMATE BUDGET OF DESIGN & CONSTRUCTION

The budget for the design and construction is **\$45,000**.

This project is to be completely “open book”, with all bid results shared with the Owner. All savings belong 100% to the Owner; no “shared savings” arrangements will be allowed.

## 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 **one (1) original and one (1) identical copy**.

### 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, 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 five (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

### 3. Project Approach

The Proposer shall provide a preliminary design plan and cost estimate of their design, including construction techniques and proposed construction materials for the new construction. The Proposer shall also describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

### 4. Schedule



The Proposer shall provide a brief description of their ability to meet the construction schedule set forth in this Request for Proposal. In addition, the Proposer shall provide a proposed schedule of construction.

## 5. Cost Proposal

**Proposers shall submit a Cost Proposal in Lump Sum not to exceed format.**

### AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Engineering Firm/Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the cost and experience of the engineering firm /contractor and schedule.

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.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

### CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

#### a. 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.

- b. 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

- c. 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 (RFQ) and any amendments thereto and (2) the Contractor's proposal in response to the RFQ, (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 RFB 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 RFQ 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, 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.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

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.

The Engineering firm will carry Professional Liability Insurance up to the cost of the project in addition to general liability insurance carried from the contractor.

### PERFORMANCE BOND

Unless specifically waived in the Proposal, upon execution of the Contract, the successful bidder shall furnish the Town with a surety bond or bonds equal to the sum of 100 percent of the Contract amount. If a bond is used, it shall meet the following requirements:

- a. The form of the bond(s) shall be acceptable to the Town (See attached), and
- b. The bonding company issuing the bond(s) shall be licensed to transact business in the State of New Hampshire, and
- c. The bonding company issuing the bond(s) shall be listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published by the United States Department of the Treasury, Fiscal Service, Circular 570.

The Bonds shall guarantee the execution, faithful performance, and completion of the work to be done under the Contract, and payment in full of all bills and accounts for materials and labor used in the work. In the event the surety or bonding company fails or becomes financially insolvent, the Contractor shall file a new bond(s) in the amount designated by the Town, within 30 calendar days of such failure or insolvency.

Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the municipality may grant based upon reasons determined adequate by the municipality, shall render the bidder ineligible for award. The municipality may then either award the contract to the next responsible bidder or solicit new bids. The municipality may retain the ineligible bidder's bid guarantee.

### 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.

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.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The

conditions and operations of the facility shall be taken into consideration in making the award of this contract.

#### 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>

#### GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

#### 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 **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9



#### 4. Town of Hudson Indemnification Agreement

**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. In addition, as noted in the RFP the Contract will be required to provide and Performance bond to the Town.**

**PROPOSAL FORM**

**DESIGN / BUILD SERVICES FOR  
HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT  
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE DESIGN AND CONSTRUCTION SERVICES THE PROJECT LISTED ABOVE FOR THE FOLLOWING PRICE.

**1. Design / Build Services :**

Design and built services for the project listed above.

\$ \_\_\_\_\_

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Length of the warranty for labor shall be one year from the date of Project acceptance

Length of the warranty for materials shall be one year from the date of Project acceptance

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:  
  
\_\_\_\_\_
3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. 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.
5. 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."

6. 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 to:**

Town Clerk's Office  
Town of Hudson  
12 School Street, Hudson, NH 03051  
603-886-6003; 603-594-1142 (Fax)

**Due Date/Time: AUGUST 9, 2024 Not Later Than 10:00 AM**

**SPECIFICATIONS EXCEPTION FORM**

**DESIGN / BUILD SERVICES FOR  
HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT  
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)		
Business name/disregard entity name, if different from above		
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership) _ _ _ _ _ <input type="checkbox"/> Other (see instructions)		<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)		

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number --	Employer identification number --
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**Part II** Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**DESIGN / BUILD SERVICES FOR  
HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT  
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, 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 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**\_\_\_\_\_

**DESIGN / BUILD SERVICES FOR  
HUDSON POLICE DEPT. HVAC UPGRADE / REPLACEMENT  
Town of Hudson  
Insurance Requirements for All Contractors**

<u>Additional Coverage is Required if Checked</u>	<u>Minimum Limits Required</u>
<b><u>Commercial General Liability</u></b>	
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
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	
<b><u>Additional Coverage to Include</u></b>	
<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	NA
<b><u>Commercial Automobile Liability</u></b>	
Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	
<b><u>Additional Coverage to include:</u></b>	
<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA
<b><u>Workers Compensation</u></b>	
NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000
<b><u>Commercial Umbrella</u></b>	
May be substituted for higher limits required above	\$ <u>1,000,000</u>
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	
<b><u>Other</u></b>	
<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

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