



TOWN OF BRADFORD

**INVITATION FOR BIDS
FACILITIES ASSESMENT SERVICES**

BIDS DUE MAY 15, 2026 BY 12:00 NOON

INVITATION FOR BIDS

The Town of Bradford (Town) will receive sealed Bids for FACILITIES ASSESSMENT SERVICES until 12:00 Noon Friday, May 15, 2026 at the Town Offices located at 75 West Main Street, Bradford, NH 03221. The bids will be opened and publicly read at the May 18th Select Board meeting at 6:30 PM. The sealed envelope should be plainly marked:

FACILITIES ASSESSMENT SERVICES BID

Mailed or delivered to:

**Town of Bradford
Select Board Office
75 West Main Street
P.O. Box 436
Bradford, NH 03221**

The Town of Bradford reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the Town.

INSTRUCTIONS TO BIDDERS

PREPARATION OF BIDS:

Bids can be submitted in whatever format bidders feel best represents their organization.

Unless otherwise stated in the Invitation for Bids (IFB), the bidder agrees that the bid shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Bradford. If you intend to bid, please let the Town Administrator know via e-mail at administrator@bradfordnh.gov by May 1, 2026. Any questions or inquiries must be submitted in writing, and must be received by the Town Administrator via e-mail no later than Tuesday, May 5, 2026 to be considered. Any addenda issued as a result will be provided to all bidders of record.

The bidder shall not divulge, discuss, or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatsoever. Any such violation will result in disqualification and the cancellation of any contract entered into with the Town of Bradford.

If you would like to visit the facilities prior to developing your response to this IFB, please contact Town Administrator Scott Butcher at administrator@bradfordnh.gov

EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid due date, i.e. at least ten (10) calendar days. Any such

explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be e-mailed to Scott W. Butcher, Town Administrator at this e-mail address:

administrator@bradfordnh.gov

SUBMISSION OF BIDS:

Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, e-mailed or telegraphic request of the bidder to the Town Administrator. Negligence on the part of the bidder in preparing this bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation for Bids (IFB). Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

SCOPE OF SERVICES REQUESTED

The Town of Bradford is requesting bids from qualified contractors for the following: Facilities Building Assessment.

The Town of Bradford is seeking the services of a qualified consultant to provide professional services to conduct a comprehensive and detailed study of two (2) municipal facilities:

1. Highway Garage Complex – 24 Cilley Lane
2. Fire Station - 91 West Main Street

The Town of Bradford seeks candidates with experience developing an asset inventory, identifying current facility and mechanical systems conditions, deficiencies, cost estimating and capital expense planning for these two facilities.

The purpose of the building assessments is to describe the primary systems and components of each of the two (2) above locations, to identify conspicuous defects or material deferred maintenance, and to present an opinion of costs to remedy the observed conditions. In addition, identify systems or components that are anticipated to reach the end of their expected useful life during the next ten years (2026-2036) and include an opinion or estimate of cost for future capital replacements. Assessment will utilize methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. Conclusions will represent best professional judgment based upon existing conditions and the information and data available during the course of the assignment.

The Town is seeking to align HVAC replacements/upgrades with renewable energy and clean electricity sources consistent with the Town's energy goals of transitioning to 100% renewable electricity by 2030 and 100% renewable sources of fuel for heating.

The services requested in this IFB shall be completed by a qualified assessment team to be comprised of architectural, engineering and specialty professionals.

1. We will hold a kickoff meeting at the Town Offices with Town and Contractor representatives once the contract is fully signed.
2. Conduct a comprehensive and accurate analysis of the building structure, envelope and building systems to produce an assessment of the current facilities status, site, and building systems listed below through non-destructive means.

Site

- Driveways, sidewalks, walking paths
- Accessibility Compliance for the age of each building
- Parking

Building Envelope

- Roof and roof drainage
- Windows, sills, and caulking
- Brick/mortar, and all other exterior surfaces

- Entrance and exit doors
- Building Structure
- Thermal insulation, Climate change resilience

Building Interior

- Walls, Flooring, Ceilings
- Interior doors and corridors
- Accessibility compliance
- Code Compliance issues

Mechanical, Electrical, Plumbing

- Electrical main services and distribution
- Interior lighting systems
- Domestic hot/cold water systems
- Heating, Ventilation and Cooling systems
- Temperature control systems
- Restroom fixtures and appliances

Fire Protection/life safety/emergency systems

- Emergency lighting systems
- Backup power/generator systems
- Fire Alarm detection, notification and suppression systems

3. Attend one meeting per building with building users
4. Presentation meeting
5. Delivery of final report

The selected firm shall develop a ten (10) year Capital Improvement Plan for each of the two buildings listed in this IFB. The Town of Bradford seeks to understand the general condition of the buildings and their major components; recommendations for energy efficiency improvements; and the timing and cost of future building components maintenance and replacement over the next ten years.

The Town of Bradford will make available our personnel to escort the selected firm through the various buildings. The selected firm will conduct an evaluation of the existing conditions of the mechanical, electrical, plumbing fire protection, structural and building envelope systems, as well as examine accessibility. The primary goal of the assessment is to identify all maintenance, repair and or replacement needs for both the short and long term, as well as recommended upgrades and repairs as necessary.

The assessment will include an inventory of all maintenance equipment within each facility, noting any and all information on the equipment, and outlining the projected life expectancy. It may include entering all accessible crawl and attic spaces.

Assessment Report

The Facilities Condition Assessment report will give a description of the existing conditions and observations noted during the on-site assessment. All noted items shall be categorized in order of priority in the following manor:

Priority 1-Currently Critical: These are needs and/or projects which require immediate action to return a facility to normal operations, stop accelerated deterioration, or correct a cited safety hazard, especially those conditions which potentially impact an entire site or pose a significant risk to health and safety.

Priority 2-Potenitally Critical: Will become Critical. These needs and/or projects will become critical within the next 1-3 years if not corrected.

Priority 3-Necessary: Not Yet Critical. These needs and/or projects include conditions requiring reasonably prompt attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

Priority 4-Does Not Meet Current Code: Conditions in this category do not conform to existing codes. No action is required at this time, but should work be needed on them, required corrections will need to be made to comply with current codes.

The data collected shall be presented in a comprehensive report with an executive summary that identifies major areas of concern, and a recommended timeline for replacing primary systems, structures and non-building infrastructure. The report will detail the existing conditions, support findings with photographs and summarize priorities by category with the estimated cost associated with the repair or replacement along with an inventory of all maintainable equipment within the facility.

The Facilities Conditions Assessment report will estimate the remaining useful life of the existing buildings systems and components, for the purpose of developing a capital replacement schedule for the buildings.

Ten Year Facilities Capital Plan

The selected firm will create a ten-year facilities capital plan for each of the two (2) analyzed buildings. The Facilities Capital plan for each site shall be inclusive of but not limited to:

- Detailed maintenance and/or replacement needs
- Recommended maintenance/replacement year
- Projected maintenance/replacement costs
- Priority category

The Ten-year facilities capital plan shall be delivered in a narrative as well as a spreadsheet format. The spreadsheet format should allot for capital needs to be filtered by building, systems category, priority category.

CONTRACT TERM:

The contract period is for three (3) months from the anticipated start date of June 1, 2026. The start date, however, will be determined as mutually agreed upon between the Town and successful Respondent.

CONTRACT VALUE:

The estimated values of the service(s) resulting from this Bid is \$12,000.00

PRICING:

Contractors will provide pricing on the attached Bid Form (Attachment A) that will remain fixed throughout the contract unless a mutually agreeable change order supersedes it.

WORK SCHEDULE, TIME LIMITS, and NOTICE TO PROCEED:

When required by the IFB documents, bidders shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the executed contract to the Town, allowing for completion of the contract work prior to the date specified in the IFB documents and final contract. The Town will review the completed documents, and proposed schedule, ask for revisions or corrections, if any, and issue a "Notice to Proceed," indicating the Town's Agreement with the final contract terms and schedule. Work may begin upon receipt of the Notice to Proceed.

PROJECT DELIVERABLES:

The selected firm shall provide a hard copy of all deliverables, in addition, all materials, including graphics and narrative, shall be provided in a digital format such as a PDF or flash drive. All materials will become the property of the Town of Bradford.

GENERAL TERMS & CONDITIONS

BID EVALUATION:

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

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by scheduling an appointment with or making a request in writing to the Town Administrator. **NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

LIMITATIONS:

This bid document does not commit the Town to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure contracts for goods, services or supplies. The Town reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the Town of Bradford to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest qualified, responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening. It is the policy of the Town that contracts are awarded only to qualified, responsive and responsible bidders. In order to be considered qualified, responsive and responsible, a prospective 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; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A "Notice of Award" will announce the contract award. The Town of Bradford reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will 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. In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CANCELLATION OF AWARD:

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

MODIFICATIONS AFTER AWARD:

The Town reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the Town of Bradford, at the bidder's sole expense, with reputable and financially responsible 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 bidder'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 Bradford as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town of Bradford. 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 bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the bidder shall, or shall cause any carrier engaged by the bidder, to insure all shipments of goods for full value. If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the Town, the bidder 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 bidder be deemed to be the employees of, or under the direction or control of the Town of Bradford for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder 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.

CONTRACT:

The contract between the Town of Bradford and the Contractor shall consist of (1) the bid documents and any amendments thereto, and (2) the Contractor's bid. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the bid documents shall govern. However, the Town reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the Contractor's bid. In all other matters, not affected by written

clarification, if any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the Town within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the Town shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed, to the Contractor shall constitute the Town's approval to be bound by the successful bidder's proposal and the terms and conditions of the agreement.

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.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, 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 agreement 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 agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of any contract, the Town shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

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 the 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 Contractor 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, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

If applicable, any vendor who receives an order resulting from this Invitation to Bid agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the Town of Bradford from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Bradford 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 Bradford and the successful bidder shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the Town of Bradford 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 of Bradford under this contract if so requested by the Town.

DELIVERY:

If applicable, Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries that do not conform to the specifications or are not in good condition upon receipt, shall be replaced promptly. Deliveries shall be done in a manner and at a location by the Town of Bradford. Deliveries will only be accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted to the Town Administrator. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

- Original Contract Amount
- Plus/minus Change Orders
- Total Adjusted Contract Amount
- Work Completed to Date
- Less Previous Invoices
- Less Retainage (if any)
- Equals: Balance due this Invoice
- Balance Remaining on Contract

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the satisfactory completion of delivery of all items or services, in acceptable condition, to the Town and receipt of invoice, whichever is later.

TAX:

The Town is exempt from all sales and Federal excise taxes.

FUNDING OUT:

The Town of Bradford'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, for 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 subcontracted without the prior approval of the Town.

EXCLUSIVITY:

This contract will be for the goods/services described herein; however, this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these goods/services from any other vendor.

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 additional 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 vendor to make available at the vendor'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 Bradford.

INSPECTION & EVALUATION:

If applicable, The Town of Bradford reserves the right to inspect the vendor'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.

FORCE MAJEURE:

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

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is 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 unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in this Invitation for Bids and any subsequent Contract shall be deemed to be inserted herein and this Invitation for Bids 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 Invitation for Bids and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES:

The Town hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation 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 Invitation for Bids shall obligate the Contractor and the 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 bidder(s).

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services. Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

GOVERNING LAW:

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

PUBLIC RECORDS LAW:

All quotes and information submitted in response to this IFB are subject to RSA 91-A, the New Hampshire Access to Governmental Records law and may be subject to full disclosure.

BIDDERS UNDERSTANDING:

Bidders should visit the work site to familiarize themselves with pertinent facilities, local conditions such as location, character, and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.

INTEREST OF THE CONTRACTOR:

The Contractor hereby covenants that he has at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

EXTRAS:

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the Town.

EXTRA WORK:

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the Town. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the Town to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the Town and the Contractor; or

If no such prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the Town of the materials

and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%).

No extra work will be paid for unless specifically ordered as such by the Town of Bradford in writing. In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the Town, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent -10%) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

QUALIFICATIONS OF BIDDER:

The Town of Bradford may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

THE SELECT BOARD TO DECIDE:

The Select Board, or its designee, shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Select Board or its designee. The Contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

TIME AND MANNER OF DOING THE WORK:

Before any work is begun, the Contractor shall discuss fully with the Town Administrator, or their designee, the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of the Town.

INDEMNIFICATION:

With respect to services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Town of Bradford, NH and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Town to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

LAWS AND REGULATIONS:

The Contractor shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, the Contractor shall forthwith report the same to the Town Administrator in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by Contractor or its employees or subcontractors.

ACT OR FAILURE TO ACT ON PART OF THE TOWN DOES NOT REDUCE LIABILITY OF CONTRACTOR:

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the Town Administrator, or their designee, or any questions as to the adequacy of the notice by either they or their designees, or of acts or those of the Town as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

OSHA REGULATIONS:

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The Town, or its designee, shall require strict adherence to all safety rules and regulations.

INSURANCE:

See Insurance Requirements for All Contractors

TIME OF COMPLETION:

The successful Contractor agrees to commence work within a set amount of time after the written Notice to Proceed. All work shall be completed by August 30, 2026.

BID SUBMISSION CHECKLIST:

In order to be considered responsive, each prospective contractor must submit the following documents, in one (1) original as part of his/her bid:

1. Bid response
2. 2026 IRS Form W-9
3. Qualifications Statement, including but not limited to:
 - a. 5 years minimum experience in facilities and structural assessments.
 - b. List of three (3) similar recent projects with Owner, location and reference contact information.

The successful Contractor must submit, prior to contract signing, the following documentation:

1. The Contractor's Certificate of Insurance naming the Town of Bradford as Additional Insured with respect to general, automobile and umbrella liability that meets the following minimum requirements for types and levels of coverage:

Professional Liability Insurance

Liability limits of \$1 Million per claim and \$2 Million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

Comprehensive Commercial General Liability Insurance

Liability limits of at least \$1 Million per occurrence and \$2 Million annual aggregate for property damage; \$1 Million per person and \$2 Million per occurrence for bodily injury. The Town of Bradford will be listed as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable. All policies shall identify the Town as an additional insured.

The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the State of New Hampshire and acceptable to the Town.

Attachment A

BID FORM

Facilities Assessment Services IFB

Business Name: _____

Address: _____

City/Town _____ State _____ Zip _____

Primary Contact: _____

Telephone _____ E-mail _____

The undersigned BIDDER proposes and agrees, if the Bid is accepted, to enter into an Agreement with Town of Bradford to complete all Work as specified or indicated in the Contract Documents for the Contract Lump Sum Price(s) bid and to complete work by the deadline of August 30, 2026 and in accordance with the Contract Documents.

1. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents within five (5) working days after the date of the Town's Notice of Award.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents and of the following Addenda numbered: _____ (if no addenda were received, Write "None")

Total Bid Price: \$ _____

Authorized Official Signature: _____ Date: _____

Authorized Official Title: _____