



HUDSON NH

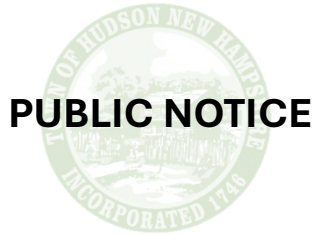
REQUEST FOR PROPOSALS

RFP 2026-01 Labor Counsel Services

PUBLISH DATE:
APR 8, 2026



Roy E. Sorenson, MPA
Town Administrator | 12 School Street | Hudson, NH 03051
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HUDSON NH
RFP 2026-01
LABOR COUNSEL SERVICES

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified law firms to provide Labor Counsel Services for the Town of Hudson NH. The Town is located in the southern tier of New Hampshire with a population of approximately 25,500 residents. It is an SB2 town operating under a Town Administrator/Board of Selectmen (5) form of government and provides a full range of municipal services, including police, fire, public works, planning and development, recreation, and general government services. The Labor Counsel should have substantial experience in the area of local government law and all labor-related legal matters and advise the Board of Selectmen, the Town Administrator, and the Departments. The Town has five collective bargaining units and several non-union positions. All employees are subject to the town policies unless specifically identified otherwise in the collective bargaining agreements. More information can be found at www.hudsonnh.gov.

The Town will accept proposals delivered in person or by mail. All proposals must be received by 3:00 PM on May 11, 2026, to be considered. Proposals submitted by fax or email will not be considered. One (1) signed original hard copy, and one (1) electronic copy (in PDF format on a portable USB flash drive) of the qualification's proposal shall be submitted in a secure package. All proposals must be submitted to:

RFP 2026-01 Labor Counsel Services
Town of Hudson
c/o Town Clerk
12 School Street
Hudson NH 03051

SECTION I: INTRODUCTION

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified law firms to provide Labor Counsel Services for the Town of Hudson NH. The Town is located in the southern tier of New Hampshire with a population of approximately 25,500 residents. It is an SB2 town operating under a Town Administrator/Board of Selectmen (5) form of government and provides a full range of municipal services, including police, fire, public works, planning and development, recreation, and general government services. The Labor Counsel should have substantial experience in the area of local government law and all labor-related legal matters and advise the Board of Selectmen, the Town Administrator, and the Departments. The Town has five collective bargaining units and several non-union positions. All employees are subject to the town policies unless specifically identified otherwise in the collective bargaining agreements.

Relative information about the Town, and further context of this request, can be found at: www.hudsonnh.gov.

SECTION II: PUBLIC NOTICE:

Notice of this RFP will be published the week of April 12, 2026, in the following newspapers: Nashua Telegraph (weekly daily newspaper covering the Merrimack Valley and southern New Hampshire), Union Leader (daily newspaper of Manchester NH and covering southern New Hampshire), and the Portsmouth Herald (daily newspaper serving greater Portsmouth New Hampshire), and posted on the Town website: www.hudsonnh.gov.

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SECTION III: SCOPE OF SERVICES

For purposes below "Town" shall mean the Board of Selectmen, the Town Administrator, and the Departments.

The Scope of Services of the Labor Attorney includes but is not limited to the following:

- Furnish legal advice and assistance to the Town on employment and labor-related matters.
- Give opinions and rulings on questions of law at the request of the Town.
- Provide timely responses to routine inquiries (e.g., within one business day for non-urgent matters).
- Provide regular status updates on significant matters and litigation.
- Submit detailed monthly invoices describing services provided, time spent, and personnel involved.
- At the request of the Town, prepare, review, and/or approve labor-related legal instruments relating to the business of the Town.
- At the direction of the Town, represent the Town in any employee or labor-related contract negotiations, litigation, arbitration, mediation, and other proceedings affecting the interest of the Town as necessary or desirable. The final resolution in such matters shall at all times be subject to the approval of the Town.
- Negotiate and execute agreements, compromises, or settlements of litigation in which the Town is involved, subject to prior approval or ratification by the Board of Selectmen.
- When necessary, recommend special counsel or other professional consultants within the limits of available appropriations, to assist in the preparation, trial, investigations, or argument of matters being handled by Labor Counsel, subject to approval or ratification by the Board of Selectmen.
- Shall attend meetings or executive sessions of the Board of Selectmen and/or other meetings as requested by the Town Administrator.
- If the Labor Counsel is disqualified with respect to any matter or recommends the appointment of special counsel, the Board of Selectmen may appoint conflict counsel or special counsel to represent the Town with respect to such matter, within the limits of available appropriations, with, or without, the input of Labor Counsel.

SECTION IV: MINIMUM QUALIFICATIONS

Be duly licensed to practice law in the State of New Hampshire, with all attorneys assigned to Town work in good standing with the New Hampshire Bar.

Demonstrate at least five years of significant experience representing New Hampshire municipalities or comparable local government entities in the areas identified in the Scope of Services.

Maintain adequate professional liability (errors and omissions) insurance and other insurance required by the Town.

Affirm that the Firm has no conflict of interest that would preclude it from representing the Town and agree to disclose any potential conflicts that arise during the engagement.

SECTION V: CONTENTS OF PROPOSAL

Please follow page count accordingly as applicable.

Letter of Interest - one (1) page:

Each proposal should be accompanied by a letter of transmittal which summarizes the key points of the proposal and is signed by an authorized officer.

Firm Experience and Qualifications – two (2) pages:

- a. Provide an overview of the firm and its qualifications. Include the location of your firm's primary office, as well as any other offices in New Hampshire and/or region.
- b. Describe your firm's relevant municipal practice for the past five (5) years, including specifically your work as Labor Counsel for municipal or governmental clients. Provide specific examples of work within the scope of services required under the RFP.
- c. Detail your professional liability/malpractice insurance coverage applicable to the services described herein. Include insurance certificates summarizing such insurance coverage.
- d. Submit three (3) references from different municipalities or government clients with names and direct line telephone numbers.

Legal Services Team - one (1) page:

- a. Provide summaries of experience for each individual who would be assigned to represent the Town. Then describe the specific roles(s) that each attorney would be expected to play with respect to the Town and identify the lead of senior attorney.
- b. Provide a summarized resume/detail for each of the attorneys above.

Conflicts of Interest – one (1) page:

- a. Describe any material financial relationships that you or your firm or any employee has with any individual or organization that may create a conflict of interest in representing the Town.
- b. Describe any family relationship that any employee of your firm has with any public servant that may create a conflict of interest or the appearance of a conflict of interest in representing the Town.
- c. Describe any other matter that your firm believes may create a conflict of interest or appearance of a conflict of interest or the appearance of a conflict of interest in representing the Town and how such conflicts described in this paragraph will be resolved.

Fee Proposals – one (1) page:

It is requested that you provide an hourly fee proposal for lead attorney, associates, and staff as applicable. This fee proposal should clearly delineate reimbursable expenses as well as overhead charges. This proposal should also delineate any rate adjustment such as the difference between the typical rate versus municipal rate. Rate must also include what increment of time is billable. Indicate whether the firm will hold the fee proposal for one, two or three years.

SECTION IV: TIMELINE AND SUBMISSION PROCEDURES

Copies of the RFP are available at the Town Administrators office located at 12 School Street, Hudson , NH 03051. Office hours are 8:00 AM to 4:30 PM Monday through Friday. Interested parties are strongly encouraged to download the RFP from the Town website in lieu of picking up a copy. Go to: www.hudsonnh.gov

Qualified applicants shall submit one (1) signed original hard copy, and one (1) electronic copy (in PDF format on a portable USB flash drive) of the proposal in a secure package to:

RFP 2026-01 Labor Counsel Services
Town Of Hudson
c/o Town Clerk
12 School Street
Hudson NH 03051

NOTE: All proposals must be received by 3:00 p.m. on May 11, 2026, to be considered.

Faxed and/or emailed proposals will not be accepted.

SECTION V: EVALUATION CRITERIA & SELECTION PROCESS

1. The Town reserves the right to:
 - a. Select a proposal in its entirety or some portions thereof.
 - b. Reject any and all proposals, in whole or in part.
 - c. Waive any irregularities.
 - d. Request oral presentations and/or individual interviews from those individuals or firms determined to be in a competitive range.
 - e. Make a final selection using criteria judged to be the maximum benefit to the Town as a whole.
2. Selection of the successful firm will be based on proposals submitted:
 - a. Experience and qualifications in municipal law, with emphasis on New Hampshire
 - b. Qualifications and experience of assigned attorneys and staff
 - c. Quality of prior work and references
 - d. Understanding of the Town's needs and proposed approach
 - e. Fee structure and overall value
 - f. Demonstrated capacity to handle the Town's anticipated workload and timelines

3. The Town may request in-person interviews of a final set of candidates as determined by the Town as applicable. The Town has assembled a review committee to evaluate proposals and enter into negotiations with the highest scoring proposer. If unsuccessful, the Town may negotiate with the second highest scoring proposer and those thereafter as such.

General Schedule as follows:

RFP Published	April 8, 2026
Questions Due	April 24, 2026 – 5:00 PM
Proposals Due	May 11, 2026 – 3:00 PM
Review Committee	May 12 , 2026
Interviews (if necessary)	Week of May 18, 2026
Selection Recommendation	May 22, 2026 – 5:00 PM
Formal BOS Award	May 26, 2026 – 7:00 PM
Contract Start Date	June 1, 2026

SECTION VI: QUESTIONS, ADDENDUM, and MODIFICATIONS

All questions regarding this RFP must be submitted in writing, via email, to Roy E. Sorenson, Town Administrator rsorenson@hudsonnh.gov, Subject: RFP 2026-01 Labor Counsel Services by April 24, 2026 by 5:00 PM.

Answers to questions will be posted on the Town website by April 30, 2026 by 5:00 PM.

If any changes are made to this RFP, an Addendum will be posted on the Town’s website. It is the sole responsibility of the Labor Counsel (“Firm”) to ascertain the existence of any addenda and/or modifications issued by the Town. As this RFP has been published on the Town’s website, each Firm is responsible for checking the website for any addenda and /or modifications that are subsequently made to this RFP.

The Town accepts no liability for and will provide no accommodations to Firm’s who fail to check for addendums and/or modifications to this RFP and subsequently submit an inadequate or incorrect proposal. All proposals submitted in response to this RFP shall remain firm for sixty (60) days following the submittal deadline. It is anticipated that the contract will be awarded within thirty (30) days after the submittal deadline.

The Firm is not to communicate directly with any employee of the Town, except as specified in this RFP and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP.

The Firm may communicate, via email, with the Contact Person, Roy E. Sorenson, in the event this RFP is incomplete or the Firm is having trouble obtaining any part of the RFP electronically through the Town website including, and without limitation, any form and/or attachments.

GENERAL TERMS AND CONDITIONS

***These are General Terms and Conditions for all Request for Bids, RFP, RFQ, and some items thereof may not be applicable to this request. Written Contract will be final.**

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, or otherwise noted and must be received as prescribed before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the request and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be physically mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: The Town reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in this proposal.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience, and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP/RFQ. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All sealed submittals received will be considered confidential and not available for public review until after the opening is conducted. Award openings will be scheduled, if applicable, and opened accordingly. Results will not be given over the phone and will be posted to the Town website. All Bids, RFP's, and RFQ's will remain unofficial and if applicable, results confidential until the award has been posted on the Town website.

KNOWLEDGE AND EXPERIENCE: If and as requested per document, provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience in providing the highest quality and effective product and reliable service and support.

REFERENCES: If and as requested per document, projects within the past ten years best illustrating current qualifications for this project.

AWARD OF CONTRACT: It is the policy of the Town of Hudson, NH that contracts are awarded only to responsible bidders and at best value. In order to qualify as responsible, a prospective vendor 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; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on best value first understanding the qualifications and experience of the bidder, the quality of the equipment/ product /materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

EXECUTION OF AGREEMENT: The successful proposer 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 Proposer.

APPROVAL OF AGREEMENT: Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor including all necessary administrative forms. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the proposer fails to provide proper services during the contract period, the Town of Hudson, NH will have the option to terminate the contract at any time without notice.

INSURANCE CERTIFICATES:

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability, and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000 / \$ 1,000,000
Auto Liability: Property Damage	\$ 1,000,000 / \$ 1,000,000
Personal Injury	\$ 1,000,000 / \$ 2,000,000
Workmen's Compensation	as required by the State of New Hampshire

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges, and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.