

Town of New Boston, New Hampshire

7 Meetinghouse Hill Road PO Box 250 New Boston, NH 03070



Request for Proposals Update Veterans Monument

Nov 2023

Introduction:

The Town of New Boston is requesting proposals from experienced and qualified firms to update and replace the existing plaque installed in 1997 with a larger plaque updated to include veterans omitted from the earlier installation and to include veterans of the Global War on Terrorism. Pricing for this proposal should be calculated based on removing the existing plaque, providing a new plaque with the additional names provided, and installing the new plaque in the enlarged space required for the new plaque.

SCOPE OF SERVICES

Contractor must replace the existing plaque on the New Boston Veterans Monument.

The existing plaque to be replaced is shown on the image below. That plaque measures approximately 38.5” wide and 8” high, with the interior height of 6.5” between the upper and lower boarder. The maximum number of names in any of the four columns on that plaque is five.



The replacement plaque will contain five columns, with the expected maximum number of names in any one column to be thirteen. The new plaque would therefore have to be 38.5” wide and 14+/-” high. The replacement plaque will match the font, border and coloration of the plaque above as closely as possible. The specific names to be emplaced on the plaque will be provided as soon as the list is finalized but is not expected to exceed 40. The names will be provided to the contractor NLT March 2024.

The contractor will be required to remove the existing plaque, provide a new plaque with the provided names, and install the new plaque NLT November 1, 2024 to permit a dedication on Veterans Day, 2024.

Notice of Intent to Respond to this RFP

Vendors who intend to respond to this RFP must notify the contact for New Boston by email of their intent. Response should identify who the point of contact will be for the responding vendor with contact information included. This response is due by November 30, 2023.

Proposal Preparation and Submission Requirements:

The proposal shall clearly address all the information requested herein. Submit one original and two copies of the proposal package. Proposals are to be prepared at your own expense. The Town of New Boston reserves the right to refuse any and all proposals at their discretion.

The proposal shall be sent to the official contact listed below, to be received no later than 4 p.m. Friday, December 1, 2023. Electronic proposals are acceptable and should be emailed to m.segien@newbostonnh.gov

Contact Name: Maralyn Segien
Company Name: Town of New Boston
Full Address: PO Box 250, New Boston, NH 03070
Email - m.segien@newbostonnh.gov
Phone - 603-487-2500 Ext. 160

Interested parties will be shown the monument on Date, Time to be determined, where you will have an opportunity to ask questions and collect additional information for your proposal.

The proposal shall be organized in the following manner, with the subject headings and sequence indicated.

1. Introduction
2. Experience and Past Performance
3. Pricing
4. Telephone number(s)
5. E-mail address
6. Name, title, telephone number and, if different, address of person(s) authorized to represent business entity.
7. Name, title, telephone number and, if different, address of person(s) authorized to sign contract for the business entity.

IMPORTANT DATES

2023 - NOVEMBER 10 RFP Issuance

2023 - NOVEMBER 17 Vendor "Intent to Respond to RFP" received (email to town contact)

2023 – TBD meeting in person for clarification of specifications

2023 - DECEMBER 1 Deadline for Submission: no later than 1600 hrs.

2023 - DECEMBER 4 Opening of Bids 10:00 AM, location - Town Hall Conference Room

2023 - TBD Bid Award Declaration

Insurance and Indemnification

The contractor agrees that it will carry any and all insurance, as required in **EXHIBIT B**, as related to the work performed by its officials, volunteers and employees.

Basis for Acceptance or Rejection

The Select Board will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the proposal and/or combination of recommendations submitted therewith.

The town reserves the right to reject any or all Proposals submitted; to waiver terms stated herein or to reopen the Request for Proposals process; and seek new proposals if, in the judgment of the Select Board, to do so will serve the interest of the Town of New Boston.

Non-Assignment of Contract

The successful proposer (also referred to herein as the "Contractor") shall not assign the contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person firm, corporation or entity without the prior written approval of such act by the Town, who is under no obligation to approve such act.

Claims Against the Town

Each applicant by responding to this RFP, waives any claim, liability or expense whatsoever against the Town and its respective officers, councilors, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of the Town, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

Insurance and Indemnification - Sample Contract Language

Insurance

The Contractor agrees that it will carry any and all insurance which will protect it, the [Member] and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the [Member] and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the [Member].

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below. *[Note: These are generalized recommendations. Members are free to lower the insurance limits in their discretion if they feel a project or service does not warrant significant limits. Conversely, a member may request higher limits, and/or umbrella liability coverage].*

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the [Member].

The Contractor will furnish to the [Member] a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the [Member] and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

The Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

Contractor shall carry and provide proof of builder's risk insurance covering the project at its full value, and shall name the [Member] as loss payee. *[Note: Primex can provide builder's risk coverage to members upon inquiry and application].*

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the [Member] and its officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The [Member] shall not be required to insure the Contractor, any subcontractor or any professional service provider.

Indemnification - Option A (generally applicable to all contractor relationships)

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the [Member], including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The [Member] shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

Indemnification - Option B (applicable to construction contracts)

The Contractor releases the [Member] from, agrees that the [Member] shall not be liable for and indemnifies the [Member] against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the [Member] arising, directly or indirectly in whole or in part, out of the negligence or willful act or omission of the Contractor, its agents anyone who is directly employed in connection with (i) this Agreement or (ii) the project, including the construction of the project and the maintenance, repair and replacement of any improvements which the Contractor is required to undertake pursuant to this Agreement or any permit or approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Agreement, willful misconduct or fraudulent action of the [Member].

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the [Member] in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Contractor, and the Contractor upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding.

In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The [Member] shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

RFP Considerations

It is a good practice to include indemnification and insurance language, such as the above provisions for example, in an RFP so that the bidders have been made aware of the requirements. It is important for the member to state that it shall not be required to insure or indemnify any contractor or subcontractor.

Additional Insured Certificate Checklist

- ___ Additional insured status explicitly required in contract
- ___ Coverages and limits on certificate match specs in contract
- ___ Effective dates of policies listed on certificate include project
- ___ Additional insured box is checked for liability coverages
- ___ Narrative box confirms additional insured status, describes event, and makes Town/City "primary and noncontributory" on the policy
- ___ Proof of endorsement (amendment to policy or existing policy section)
- ___ Additional insured documents saved with contract for future reference

Consult Your Legal Counsel

Contracts, in most cases, should contain insurance and indemnification clauses in order to properly transfer risk and protect a member's interests. When drafted by contractors, these clauses are often prejudicial to members' interests and can negatively impact Primex coverage provisions.

The sample language set forth in this document is for review and discussion with your local legal counsel. It is offered as a starting point for discussion, and to familiarize you with contract language that is relatively more protective of a property owner than language which is typically proposed by contractors in their standard form agreements. Your local legal counsel may recommend changes to this sample language for a number of reasons, which may include the scope and scale of the project, the capacity of the contractor, special risk factors, changes in law, negotiations with the contractor, and/or differing professional opinions.

Public sector construction contracts must require a payment bond if the project value is \$125,000 or greater. RSA 447:16. Performance and bid bonds may also be recommended by your legal counsel.