

Town of Plymouth
Town Hall HVAC System Replacement
October 23, 2023

PROPOSALS DUE: November 13, 2023

I. NOTICE OF PROPOSAL REQUEST

The Town of Plymouth is requesting proposals from qualified firms (hereafter referred to as “Proposer/s”) to provide services for an HVAC System Replacement. All proposals shall be submitted in response to the conditions of this “REQUEST FOR PROPOSALS” for HVAC System Replacement (hereinafter referred to as RFP),” at the Plymouth Town Hall, dated October 23, 2023, said RFP being on file in the offices of:

Town Manager
N Scott Weden
6 Post Office Square
Plymouth, NH 03264 and

Town Website: plymouth-nh.org

Proposals must be submitted and appropriately labeled as described in the Section entitled Schedule and Submittal Instructions. Proposals must be received at the offices of the Town Manger on or before November 13, 2023 by 2:00 p.m. Proposals received after November 13, 2023 may be returned unopened.

A. VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of not less than one hundred twenty (120) days after proposal deadline.

B. MANDATORY PRE-PROPOSAL CONFERENCE/WALKTHROUGH

A mandatory pre-proposal conference/walkthrough will be held on Wednesday November 1, 2023 at 2:00 p.m.at 6 Post Office Square, Plymouth, NH 03264. It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is the Town of Plymouth’s expectation that all scope of work elements identified in this RFP will be addressed.

C. PROPOSAL INQUIRIES AND CONTACTS

Inquiries may be submitted via email, personal delivery, and by mail. Proposal inquiries submitted by personal delivery shall be deemed received at the date and time of delivery. The Town of Plymouth is under no obligation to consider any proposal inquiries that are not submitted as provided herein. More information, and all communications regarding this Request for Proposal, including those seeking clarification of the RFP documents, must be submitted in writing (email preferred), and directed to:

N Scott Weden
Town Manager
6 Post Office Square
Plymouth, NH 03264
603-536-1731
townmanager@plymouth-nh.org

All emails sent to the Town of Plymouth are the sole responsibility of the PROPOSER to confirm receipt and must include the solicitation legal name and RFP – Town Hall HVAC System Replacement, in the subject line.

D. EQUAL EMPLOYMENT OPPORTUNITY

It is the Town of Plymouth's policy to ensure that Contractors shall not discriminate based on race, color, religious creed, national origin, ancestry, sex, physical disability, or other protected class in the performance of the Town of Plymouth's contracts.

SECTION 1. GENERAL INFORMATION AND CONDITIONS

1.1 INTRODUCTION

The Town of Plymouth is issuing this Request for Proposals (RFP) to select a firm using Best Value Procurement Guidelines for an HVAC System Replacement at 6 Post Office Square, Plymouth, NH. The goal of this solicitation is to enter into a Contract with the firm that will be able to best meet Plymouth's requirements and deliver the project successfully. The Town of Plymouth has prepared a Scope of Services (see Section 5) that define the scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual requirements. Proposers shall provide a clear, concise explanation of the proposer's capability to satisfy the requirements of this RFP and the attached Sample Contract. Each proposal shall be submitted in the requested format and shall provide all pertinent information, including but not limited to, information relating to the contractor's capability, experience, financial resources, management structure and key personnel, and other information as specified in Section Four (4) or as required elsewhere in this RFP.

The Town of Plymouth is referred to as "Town". Proposers are referred to as the "PROPOSER" or "Bidder" or "Contractor" or "CONTRACTOR".

1.2 ORGANIZATION OF THE RFP

The RFP is organized into five (5) sections and Appendices.

Section 1 consists of information regarding the introduction and purpose, RFP Organization TOWN'S rights, PROPOSER responsibilities, contact restrictions, consequence of proposal submission, and cost of submitting proposals.

Section 2 contains background information, including relevant project and other related information.

Section 3 identifies the procurement schedule and proposal submittal instructions.

Section 4 provides instructions on the required content of the proposals.

Section 5 describes the scope of services the TOWN is requesting to be performed.

The appendices contain additional information required for proposal preparation including the Required Forms.

1.3 TOWNS RIGHTS

Plymouth's rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending, or revising the timeline for submittals.
- Withdrawing, reissuing, or modifying the RFP.
- Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- Executing a Contract with a PROPOSER based on the original written proposal (without conducting interviews) and/or any other information submitted by the PROPOSER during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of the TOWN.
- Proposals shall be evaluated on a "Best Value" basis. This solicitation will utilize the Federal Transit Administration's (FTA) Best Practices Manual's definition of "Best Value" as follows:

"Best Value" is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the

greatest value to the procuring agency.

□ The TOWN may, but is not bound to, commence negotiations with selected PROPOSERS deemed by the TOWN to be within the “competitive range”. The “competitive range” will consist of those proposals which have a reasonable chance, following evaluation of proposals in accordance with the published RFP evaluation criteria, of being selected for award. The competitive range may be selected and refined by the TOWN at any time following initial review of the written proposals.

1.4 PROPOSERS’ RESPONSIBILITIES

It is the responsibility of each PROPOSER to:

- Examine this RFP, including all appendices thoroughly.
- The PROPOSER’s failure or neglect to receive and/or examine any of the contract documents contained in this RFP shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any of the contract documents.
- Provide the TOWN with a W9
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP.
- Consider all federal, state, and local laws, statutes, ordinances, regulations and other applicable laws, rules and regulations that may affect costs, permitting, progress, performance, or services.
- Clarify, with the TOWN, any conflicts, errors, or discrepancies in this RFP prior to the Proposer Questions/Clarifications submission deadline as provided in the RFP Schedule.
- Prior to submitting a proposal, each PROPOSER will, at his/her own expense, make or obtain any additional examinations, investigations, and studies; and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project that PROPOSER deems necessary to determine its proposal.
- Each PROPOSER shall use mail, fax, email or other delivery method or mechanism at its own risk, and the TOWN shall not be obligated to accept or respond to any submission that is delayed due to delivery failures.
- PROPOSERS must submit its proposal for the entire scope of services.
- PROPOSERS must have the required NH licensing for installation.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has reviewed all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied with every requirement; that without exception,

the proposal is premised upon performing and furnishing the services and equipment required by this RFP and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the TOWN. The proposal is a contractual offer by the PROPOSER to perform services in accord with the proposal. Specifically, the following provisions apply:

- The TOWN shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the TOWN obligates the PROPOSER to enter a Contract with the TOWN for the performance of the services chosen by the TOWN at its sole discretion.
- The Contract shall not be binding or valid against the TOWN unless and until it is executed by the TOWN and the selected PROPOSER, and any required bonding, insurance, or other surety guarantee has been accepted by the TOWN.
- The proposals received shall become the exclusive property of the TOWN. At such time as a Notice of Intent to Award is issued, all proposals submitted in response to this RFP shall become a matter of public record and shall be regarded as public record, except for those elements in each proposal which are trade secrets and which are so marked as "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY". Every page of the proposal containing such information shall be clearly marked as such on the top of each page containing information corresponding to the designation. However, proposals that indiscriminately identify all or most of the proposal as exempt from disclosure with justification may be found technically unacceptable. The TOWN shall not in any way be liable or responsible to any PROPOSER or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of the TOWN or its officers, agents, or employees.

1.6 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to the TOWN. The TOWN will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with the TOWN.

SECTION 2. BACKGROUND

This section includes background information relevant to the scope of services. Please

note that the descriptions provided are for informational purposes only. The TOWN does not certify the accuracy of the information provided. PROPOSER should not rely on this section for developing proposals and service costs.

2.1 PROJECT DESCRIPTION

The TOWN is soliciting proposals from qualified firms to provide services for the HVAC System Replacement. The work to be performed under this contract consists of furnishing all labor, insurance, bonds, materials, and equipment specified in the Scope of Service section of the RFP.

The TOWN is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC system in operation located at 6 Post Office Square, Plymouth, NH 03264. The overall goal of the project is to install an HVAC system that is responsive to year-round temperature fluctuations within the workplace with simultaneous cooling and heating operations that can be selected to provide a comfortable room environment in each room by accommodating widely varying temperatures among them.

The current system consists of a hot water condensing type boiler with heat pump units. The design does not consistently maintain a comfortable temperature. Additionally condensation from interior exposed pipe drips onto the basement flooring consistently.

The resulting contract will be for a Firm-Fixed Price (FFP) contract. The TOWN would like to have the work completed by January 12, 2024 and the Contract shall commence from the date of contract execution. The contract may expire earlier upon successful completion and acceptance of the work. All work and pricing under the resulting contract shall be based on Contractor's price proposal. Specifications and requirements are contained in the Scope of Work section.

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein including any general information pertinent to proposal preparation. The specifications and scope of services described in this RFP shall become part of the agreement awarded to the successful Contractor. The Contractor is expected to complete all work, tasks, and services described in this RFP, including those tasks described in its proposal to the TOWN, which will become part of the contract and scope of work.

The scope of work in Section 5 of this RFP describes the services required by The TOWN in more detail.

SECTION 3. SCHEDULE & SUBMITTAL INSTRUCTIONS

3.1 SCHEDULE

The TOWN will attempt to adhere to the following schedule. This schedule may change due to unforeseen circumstances and at the Town's sole discretion.

Changes will be conveyed to PROPOSERS at the earliest opportunity possible through written addenda.

Activity Date Time

Request For Proposal Release Date: October 23, 2023

Mandatory Pre-Proposal Conference/Walkthrough: November 1, 2023 – 2:00 pm

Deadline for written Technical Clarifications/Questions: November 1, 2023

Response to Written Technical Questions: November 6, 2023

Proposals Due from PROPOSERS: November 13, 2023 – 2:00 pm

Proposal Evaluation & Interviews (only if required): November 14- November 17, 2023

Notice of Intent to Award: November 17, 2023

Projected Contract Award Date: November 28, 2023 – Selectboard Approval

Contract Start Date: November 29, 2023

NOTE: All dates following proposal submission date are estimated and are subject to change.

3.2 DUE DATE AND PROPOSAL SUBMISSION

Proposals must be received by the TOWN no later than 2:00 p.m., Monday, November 13, 2023. Proposals must be submitted electronically via email to townmanager@plymouth-nh.org . Emails must include in the subject line the Project Name for this procurement.

3.3 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference/walkthrough will be held on Wednesday November 1, 2023 at 2:00 p.m. at 6 Post Office Square, Plymouth, NH 03264.

It is the responsibility of the Proposer to review all information provided in the RFP documents, including all appendices, attachments, and addenda. It is the TOWN's expectation that all scope of work elements identified in this RFP will be addressed.

3.4 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will, at the sole discretion of the TOWN be grounds for removal of a proposal from further consideration. Should a PROPOSER be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by the TOWN will be, at the TOWN's sole discretion, grounds for default.

SECTION 4. PROPOSAL REQUIREMENTS

4.1 PERFORMANCE REQUIREMENT

The successful PROPOSER (hereafter "CONTRACTOR") will be required, always during the term of the Contract, to perform all services diligently, carefully, and in a professional manner; and to furnish all labor and supervision, as required under the Contract. Any proposal submitted must be for the entire scope of services. The CONTRACTOR shall conduct all work in the CONTRACTOR's own name and as an independent contractor, and not in the name of, or as an agent for the TOWN.

4.2 PRICE PROPOSAL REQUIREMENTS AND CONTENT

PRICE PROPOSAL PROPOSER shall provide Price proposals which shall include a proposed not-to exceed amount for the scope of work as described in this RFP. Prices shall include all labor, overhead, materials, Town permits, profits, and insurance, etc. All cost elements that make up the total price must be itemized by equipment, documentation and training, support/maintenance, installation/engineering, and misc./other. Price proposals shall be submitted as per the instructions in Section 3.2.

4.3 INSURANCE & BONDING REQUIREMENT (Attachment B)

4.3.1 – Worker's Compensation and Property Liability Insurance - The TOWN requires the successful Contractor to obtain and maintain insurance throughout the contract term, to include at a minimum, of \$1,000,000 per occurrence and \$2,000,000 aggregate for property liability insurance coverage and carry Worker's Compensation insurance meeting the State of NH required limits.

The required insurance certificates must be provided for in accordance with all requirements described in the Insurance and Indemnification Project Requirements attached and shall be furnished prior to the execution of a Contract.

4.3.2 – RSA 447:16 – Bonding Requirement – In accordance with RSA 447:16, in the event this RFP as presented cost \$125,000 or greater, the PROPOSER shall provide and will be reviewed by the Town's legal counsel a payment bond at the cost of the PROPOSER.

SECTION 5. SCOPE OF WORK

NOTE: For the purposes of Section 5 "Scope of Services," the term "Contractor" or "Consultant" represents the successful PROPOSER(S).

5.1. OVERVIEW

The scope of services in this section describes the required services to be provided by the Contractor during the term of the Contract. The Contractor shall supply all labor, materials, tools, equipment, and including the disposal of used material to perform and deliver the services required under this contract.

The TOWN is seeking a qualified HVAC contractor to facilitate the replacement of the current HVAC system in operation located at Plymouth Town Hall, 6 Post Office Square, Plymouth, NH 03264 with an overall goal of the project to be the installation of an HVAC system that is responsive to year-round temperature fluctuations within the workplace with simultaneous cooling and heating operations that can be selected to provide a comfortable room environment in each room by accommodating widely varying temperatures among them.

The current system consists of a hot water condensing type boiler with heat pump units. The design does not consistently maintain a comfortable temperature. Additionally condensation from interior exposed pipe drips onto office equipment, furniture and electronics.

As-built drawings of the system currently in place are, unavailable.

5.2. TASKS AND DELIVERABLES SPECIFICATIONS

5.2.1 Tasks

- A. The proposer is expected to provide all the necessary labor, tools, equipment, materials and necessary permits and warranties for the installation of a replacement HVAC system.
- B. The proposer shall create and provide all electrical and mechanical drawings required to obtain permits.
- C. The proposer shall provide documentation and training to staff on normal operations of the systems following completed installation.
- D. The proposer shall coordinate with the TOWN Manager to minimize workplace disruption. The offices on the 1st and 2nd floors are open Monday-Friday from 7:30 a.m. to 4:30 p.m. and employs 12 individuals. The work area on the second floor consists of meeting rooms, storage, a kitchen, and lavatory area. The second-floor area is utilized from 7:30 am to 9:00 pm due to some evening meetings.

5.2.2 Deliverables

- A. Installed and operational HVAC with satisfactory warranty
- B. Manuals and documentation for all components of the system
- C. Testing and commissioning of the HVAC system
- D. Provide maintenance and support documents for all components of the system
- E. Offer a maintenance plan

APPENDIX A – REQUIRED FORMS

FORM -1 Acknowledgement of Addenda

The following form shall be completed and included in the price proposal. Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included by the PROPOSER with the proposal.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

PROPOSER

:

Name

Street Address

City, State, Zip

Signature of Authorized Signer

Title

Phone

FORM 2 – NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

Non-Collusion Affidavit

This affidavit is to be filled out and executed by the PROPOSER; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked Name of Affiant. The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked Capacity. The representative of the PROPOSER should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____

I, _____, being first duly sworn, do hereby state that

(Name of Affiant)

I am _____ of _____

(Capacity)

(Name of Firm, Partnership or Corporation)

whose business is

and who resides at

and that

(Give names of all persons, firms, or corporations interested in the bid)

is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

Signature of Affiant Date

Sworn to before me this _____ day of _____, 20____.

Notary public My commission expires Seal

APPENDIX A REQUIRED FORMS

**FORM 3 – CERTIFICATION OF PRIMARY PARTICIPANT REGARDING
RESPONSIBILITY MATTERS**

The Primary Participant _____(Name of CONTRACTOR)
certifies to the best of its knowledge and belief, that it and its principals:

- a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three year period preceding this proposal had one or more public transactions or contracts (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature of Authorized Official

Title

The undersigned chief legal counsel (or corporate secretary) for the _____ certifies that the _____ has authority under state and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Attorney/Secretary Date

APPENDIX A REQUIRED FORMS

FORM 4 – LISTING OF SUBCONTRACTORS

The CONTRACTOR declares that it has contacted the subcontractors listed below, and has made arrangements covering hourly rates and other terms which may materially affect the Contract, contingent upon successfully entering a contract with the TOWN of Plymouth with the following subcontractors:

Name/Address of Subcontractor

Amount of Subcontract?

Description of Work

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

NOTE: The above DBE/EEO Affidavit is part of CONTRACTOR’S Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this DBE/EEO Affidavit.

SIGNATURE

DATE

TITLE

COMPANY NAME

Appendix B – Insurance & Indemnification Project Requirements

Insurance and Indemnification Project

Requirements

Insurance

The Contractor agrees that it will carry any and all insurance which will protect it, the Town of Plymouth 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 Town of Plymouth 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 Town of Plymouth.

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.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the Town of Plymouth.

The Contractor will furnish to the Town of Plymouth a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Plymouth 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 Town of Plymouth as loss payee. The purchase of this type of insurance is available at a fee to the Contractor by contacting the Town's property liability carrier directly.

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 Town of Plymouth and its officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The Town of Plymouth 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 Town of Plymouth, 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 Town of Plymouth shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

Indemnification - Option B (applicable to construction contracts)

Public sector construction contracts must require a payment bond if the project value is \$125,000 or greater. RSA 447:16. Any and all performance and bid bonds must be reviewed by the Town's legal counsel.

The Contractor releases the Town of Plymouth from, agrees that the Town of Plymouth shall not be liable for and indemnifies the Town of Plymouth against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the Town of Plymouth] arising, directly or indirectly in whole or in part, out of the negligence or willful act or omission of the Contractor, its agents or 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 Town of Plymouth.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the Town of Plymouth 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 Town of Plymouth shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

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