

Wolfeboro Public Library
259 South Main St.
Wolfeboro, NH 03894
603-569-2428

Questions:

Alison M. Rutley, Library Director
librarydirector@wolfeboropubliclibrary.org

Request for Proposal:

Installation of the Landscape Design for the Wolfeboro Public Library

August 2024

The Wolfeboro Public Library Board of Trustees ("Trustees") invites experienced landscape construction firms to submit their qualifications for the installation of the landscape design completed by Horsley Witten Group, Inc. for the land surrounding the front of the Wolfeboro Public Library ("Library"). The installation of the landscaping design will be a phased, multi-year project. The immediate goal for 2024 focuses on the most visible area, adjacent to South Main Street along the front of the property as shown on the Drawings entitled "Wolfeboro Public Library Front Landscape Project" dated July 2024. A bid form for this portion of the plan which includes the building front landscape, and the parking lot front landscape is included in this document, as are the Landscape Design Drawings, and associated Technical Specifications.

All proposals must be submitted no later than 12 PM on Thursday, September 26, 2024 in a sealed envelope clearly marked, on the outside of the envelope, Installation of the Wolfeboro Public Library Front Landscape Project, addressed as follows:

Town of Wolfeboro
Attn: Finance Department
Wolfeboro Town Hall
84 South Main St., P.O. Box 629
Wolfeboro, NH 03894.

Proposals may be submitted electronically to bids@wolfeboronh.us.

This RFP represents the best effort by the Library to define its current requirements for installation of the landscape plan. All information within this RFP should be considered as viable parts of the scope of work. Statements and information contained within this document are subject to final interpretation or modification by the Library as it sees fit.

The Library reserves the right to discuss and negotiate, if applicable, the price submitted in the proposal. The Library reserves the right to accept or reject the proposal, to waive minor irregularities, and to select, if any, as it deems to be in the best interest of the Library. The Board of Trustees reserves the right to accept or reject any or all bids, for any reason or no reason whatsoever, that they, in their sole discretion, deem to be in the best interest of the Library.

Proposal Scope

The following items shall be included as part of the overall proposal:

1. The landscape installation provider ("Provider") shall recognize and perform in accordance with all stated intents, specifications and stipulations unless prior agreement between the Library and the Provider is reached.
2. Each prospective Provider shall submit to the Library performance references, company history, and proof of ability to perform. Each Provider shall provide at least 3 references for projects that have been completed in the last 5 years. Preference will be given to firms with experience in installing similar projects.
3. Each Provider shall be responsible for researching the existing conditions and matters that affect the cost or performance of services.
4. The Provider shall furnish all labor, equipment, tools, services, skills, etc. required to install the landscaping in accordance with Drawing and Technical Specifications as prepared by Horsley Witten Group, Inc.
5. The Town of Wolfeboro ("Town") may provide in-kind services on the project.
6. Horsley Whitten Group, Inc., the firm which designed the landscaping plan, has been retained to aid with quality control.
7. Upon acceptance of the Bid, the Provider shall coordinate with the Library to arrange a schedule of services and shall continue coordination at regular intervals as agreed to by the Library. The goal is to begin installation of the most visible areas along South Main Street. The areas are indicated as the Building Front Landscape and the Parking Lot Front landscape which is across the entry driveway. Work should be completed by June 30, 2025.
8. The library shall diligently endeavor to facilitate the Provider's work by providing reasonable access to all work areas. The Library shall facilitate the Provider's Services program by providing access to the project premises during both regular business hours as well as other times as necessary. The Library shall assure the

Provider of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

9. As an add alternate, the bid should include a price for irrigation in the front of the building. The Library may supply a water line to the edge of the building.
10. A completed Bid form for the proposed work of the project shall be included in the Contractor's proposal. A Bid form is attached at the end of this document.

Access to Documents

Proposers seeking a copy of pertinent documents from the Library and the Town of Wolfeboro may obtain them at the Library during regular business hours or on the Town's website at <https://www.wolfeboronh.us/bids/> . Requests for specific information concerning the subject property should be directed in writing to Alison M. Rutley, Library Director. Upon request, proposers may inspect records and property data in the Town's possession. The Town of Wolfeboro does not attest or certify the accuracy of available data.

Acceptance and Rejection of Responses

This contract may be awarded to the firm that most closely satisfies the needs of the Library and is deemed to be most advantageous to the Library. The Library reserves the right to accept or reject an item or group of items in a response.

The Library also reserves the right to waive any informality or irregularity in any response.

The Library also reserves the right to reject any or all proposals and to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interest of the Library. The Library also reserves the right to eliminate the need for the Provider to complete one or more tasks, pending the outcome of preceding related task or issues, and/or the availability of project partners to complete that task.

Additionally, the Library may, for any reason, decide not to award an agreement at this time.

Non-acceptance of any responses shall not imply that the proposal was deficient.

The cost of preparing and submitting a proposal is the sole responsibility of the provider and shall not be chargeable in any manner to the Library. The Library will not reimburse providers for any cost associated with the preparation, participation in an interview, or negotiating a contract with the Library.

All submissions or components thereof become property of the Library.

Library's Use of Materials

All material submitted shall become the property of the Library unless it is clearly marked as proprietary information. The Library reserves the right to use any ideas presented in the submission, without compensation paid to Provider.

Receipt and Opening of Proposal

All proposals must be submitted no later than 12 PM on Thursday, September 26, 2024 in a sealed envelope clearly marked on the outside of the envelope:

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Town of Wolfeboro
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All bids will be opened and read aloud. Electronic submittals must also be submitted by 12 PM on September 26, 2024 at bids@wolfeboronh.us. Any proposal received after the established closing date and time will not be accepted. Proposals shall be opened in public.

Site Inspection

Before submitting a proposal, each Provider should make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representation made by the Library upon which the Provider will rely. If the Provider receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Provider from its obligation to comply in every detail with all provisions and requirements of these documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation. Prospective Providers are encouraged to visit the Library to familiarize themselves with the site prior to offering a proposal. Visits shall be arranged through the Library Director. **A project tour has been scheduled for Thursday, September 19, 2024 at 9:30 AM.** All bidders are invited to tour the property on this date.

Each bidder will be provided with property information on request. Inquiries for specific information must be submitted in writing.

TOWN OF WOLFEBORO - INSURANCE REQUIREMENTS

Insurance:

Contractor, and all subcontractors, shall procure and maintain for the duration of the contract the following coverages, and shall provide a certificate and endorsement naming the Town and its officials, employees and agents as additional insured. These coverages shall be primary in the event there is other insurance applicable. The Town must be provided with notice of cancellation of coverages at least thirty days prior to cancellation.

Commercial General Liability Automobile Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate \$1,000,000 per accident for bodily injury and property damage
Workers Compensation	As required by NH Statute
Employer's Liability	\$1,000,000 per accident, injury, disease

If design and construction involved:

Professional liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Builder's Risk	value of completed project with no co-insurance penalty, Town named as loss payee

Indemnification:

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless Town, including its officers, officials, volunteers, employees, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which Town and/or its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly in connection with or under, or as a result of this agreement, but only to the extent caused in whole or in part by any subcontractor and/or agent.

Bid Form

Project: Installation of the Landscape Design for the Wolfeboro Public Library

Firm Name: _____

Address: _____

Telephone: _____

Date: _____

Building Front Landscape \$

Parking Lot Front Landscape \$

Irrigation – Bid Alternate \$

All rates quoted shall include all costs including crew and equipment.

Landscape installation services bid for Building Front and Parking Lot Front of the Wolfeboro Public Library Architectural Landscape Design, Wolfeboro, NH.

Contact _____

Signature _____

Printed name & title _____

"Anti-Collusion Certificate"

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section the word "Person" means any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signature _____

Printed name & title _____

Company: _____

Address: _____

Date: _____