

**RFQ&E01-07**

City of Concord, New Hampshire

Purchasing Division

**ARTISAN'S PROPOSAL FOR PUBLIC ART**

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT**  
ENGINEERING SERVICES DIVISION

Proposal Documents  
Specifications

Firm: \_\_\_\_\_

**PROPOSAL DUE DATE/TIME: AUGUST 11, 2006 NOT LATER THAN 2:00 PM**  
**NON-MANDATORY SITE WALK: JULY 21, 2006 AT 10:00 AM**



# City of Concord, New Hampshire

## PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

[www.onconcord.com/purchasing](http://www.onconcord.com/purchasing)

## REQUEST FOR QUALIFICATIONS AND EXPERIENCE

The City of Concord, New Hampshire wishes to engage the services of a qualified private artisan to design, fabricate and install public art as part of the Bicentennial Square construction project.

An overview and detailed specifications are provided later in the Request for Qualifications and Experience (RFQ&E).

Statements must be received **not later than 2:00 PM on August 11, 2006** from interested artisans, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

### **"RFQ&E01-07, ARTISAN'S PROPOSAL FOR PUBLIC ART- QUALIFICATION/EXPERIENCE STATEMENT"**

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent. Copies of RFQ&E 01-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530).

**All proposals received will be considered confidential and not available for public review until after an artisan has been selected. All proposals shall be subject to negotiations.**

**A non-mandatory site "walk-through" has been scheduled to allow Artisans to review site architecture, materials and improvements. The site walk will be held on Friday, July 21, 2006 at 10:00 AM at the Bicentennial Square site on Warren Street Concord, NH. Artisans are encouraged to attend this site walk.**

The City reserves the right to reject any or all proposals 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 City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Statement Submission Checklist on Page 10 is sufficient reason to declare a statement as non-responsive and subject to disqualification.**

All competitive solicitations are advertised in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1<sup>st</sup> Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing).

CITY OF CONCORD, NEW HAMPSHIRE

*Douglas B. Ross*

Douglas B. Ross, Purchasing Agent

Date: July 7, 2006

**PROPOSAL DUE DATE/TIME: AUGUST 11, 2006 NOT LATER THAN 2:00 PM**  
**NON-MANDATORY SITE WALK: JULY 21, 2006 AT 10:00 AM**

## REQUESTS FOR QUALIFICATION AND EXPERIENCE STATEMENT

### ARTISAN'S PROPOSALS FOR PUBLIC ART CONCORD, NEW HAMPSHIRE

#### 1. GENERAL:

The City of Concord, New Hampshire (hereafter referred to as the CITY), is seeking the services of an Artisan for Public Art (hereafter referred to as the ARTISAN) lawfully engaged in the practice of this service. Interested firms should respond to this request on or before the time due for submission.

Following the receipt of the qualification and experience statements, a committee shall evaluate the statements and select two (2) artisans to interview and from whom fee quotations will be sought.

Trade secrets or proprietary information submitted by a bidder, offeror, or ARTISAN in connection with a procurement transaction shall not be subject to public disclosure under the New Hampshire Freedom of Information Act. However, the bidder, offeror, or ARTISAN must invoke the protection of this section prior to or upon submission of the information or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is /are made should be stated by the bidder, offeror or ARTISAN.

Emphasis in selecting a consulting firm shall be placed on the firm's experience in projects similar to those which the CITY anticipates undertaking.

**Drawings and pictures of Bicentennial Square are located on-line at [www.onconcord.com/purchasing](http://www.onconcord.com/purchasing). Select FY2007 Bids/Proposals.**

#### 2. STATEMENT SUBMISSION:

In order to be considered responsive, statements must be submitted in **one (1) original and nine (9) identical copies** to Mr. Douglas Ross, Purchasing Agent, Finance Department, City Hall, 41 Green Street, Concord, New Hampshire, 03301.

The City must receive statements no later than **2:00 PM on August 11, 2006** to be eligible for consideration. Each statement shall be submitted in a sealed envelope, which is clearly marked:

**"RFQ&E01-07  
Artisan's Proposal for Public Art  
Qualification/Experience Statement."**

Statements must be submitted as directed by RFQ&E66-06 and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted. Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the ARTISAN to the Purchasing Agent. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening. Proposals received after the opening date and time shall be returned unopened.

#### 3. GUIDELINES FOR PROSPECTIVE ARTISANS:

It is the policy of the CITY that contracts are awarded only to responsible proposers. In order to qualify as responsible, a prospective ARTISAN must meet the following standards as they relate to this request:

- A. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;

- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a demonstrated satisfactory record of performance; and
- E. Adhere to the specifications of this RFQ&E and provide all required documentation.

4. TIMETABLE AND PROPOSAL SUBMISSION:

**Responses will be reviewed within fifteen (15) days of the advertised opening date and a selection made of no more than two (2) Artisans to interview and receive quotations from.** It is anticipated that a contract will be signed with an eligible artisan by August 31, 2006. All contract prices shall be firm, fixed and include all labor, material and transportation (FOB: City of Concord). No surcharges of any type shall be allowed.

5. LIMITATIONS:

This Request for Qualifications and Experience Statement (RFQ&E) does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

The CITY reserves the right to accept or reject any or all RFQ&E Statements received as a result of this request, or to cancel in part or in its entirety this RFQ&E, if it is in the best interest of the CITY to do so.

6. REVISIONS TO THE REQUEST FOR QUALIFICATIONS AND EXPERIENCE:

Any questions or inquiries must be submitted in writing and must be received by the Purchasing Division no later than seven (7) calendar days before the RFQ&E date in order to be considered. Any changes to the RFQ&E will be provided to all offerors of record.

7. TECHNICAL EVALUATION:

In the evaluation of the statements the CITY, at its discretion, may obtain technical support from outside sources. The offerors will agree to fully cooperate with the personnel of any such organization or technical review committee.

8. STATEMENT PREPARATION:

In order to facilitate evaluation of the qualifications and experience statement, the ARTISAN is instructed to follow the outline below in responding. Statements that do not follow the outline, or do not contain the required information may be considered as unresponsive proposals. Additional and more detailed information may be annexed to the main body of the reply.

A. Artisan Background Material

Information concerning the background, experience, and reputation of the ARTISAN which is felt to be pertinent.

B. Ability to Perform

The ARTISAN will demonstrate their understanding of a familiarity with projects of this type or similar contracts developed by listing previous work completed similar to this project. Artisans shall list all Public Art Projects of comparable type, which they have prepared or supervised within the last five (5) years.

C. Local Knowledge

The ARTISAN will demonstrate their familiarity with the City of Concord and its heritage, including a working knowledge of the City's regulatory process.

D. Artisan's Experience

The ARTISAN shall provide a list of previous and current contracts, if any, awarded by a Government agency to the ARTISAN which are considered identical or similar in scope of services discussed herein.

The ARTISAN must submit a list described above which shall include the following:

1. Contract duration, including dates;
2. Services performed;
3. Name, address and telephone number of contracting agency, which may be contacted for verification of all information, submitted.

E. Signature

The proposal shall be signed by the ARTISAN and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) day period. The proposal shall also contain the following information:

9. PROGRAM BACKGROUND:

Construction of Bicentennial Square was completed in July 1978. This space spurred economic development for the City of Concord and inspired the development of several other public spaces such as Eagle Square and Capitol Plaza. It became a place where people came together for events which included storytelling, dancing, music, and other programmed events. People met regularly for lunch and gathered when shopping in the downtown area. Bicentennial Squares supports a number of interesting shops, clothing stores and restaurants fronting onto this space.

Bicentennial Square represented a center for activity in the downtown area and over time, the synergy of the area changed as the tenants surrounding the square came and went. The storefront continuity became less effective in drawing clientele, the frequency of public activities decreased, and the energy of the square dwindled.

The proposed improvements and public art installation is proposed for several reasons:

1. To reinvigorate economic vitality to the downtown.
2. To integrate key elements of Concord's history and character into Bicentennial Square.
3. To provide education and entertainment for people of all ages while doing business and recreating downtown.

10. SERVICES REQUESTED:

A. Project Description

The City of Concord is seeking an artisan to create an outdoor public art installation for Bicentennial Square as part of the City Council initiative for improvements to public spaces and to expand cultural programs within the community. The art piece may be an existing piece, one of a kind or part of a limited edition, or created as a new piece, which could be one of a kind or the first number in a limited edition, with restrictions on the proximity of subsequent numbers in the edition. This commission will represent renewed interest in public art in the Concord

community. It is expected to generate pride and interest in public art to enhance the community's quality of life. The budget for the project is approximately \$20,000.

Attached, please find site photos of Bicentennial Square. The location for the sculpture is in the general vicinity of the existing shelter structure. Considering the location of the site, it is intended to provide both a contemplative and an interactive experience. With a high level of foot traffic, the piece should accommodate touching and interaction as well as viewing. The piece should also provide for a safety barrier between pedestrians and vehicular access to buildings surrounding the square, as well as places to sit, rest, and observe for people of all ages.

#### B. Themes to Consider

The theme of the piece should reflect some key aspect of the spirit, character, and history of the City of Concord with which Concord residents and visitors, alike, can identify. ARTISANS are encouraged to consider the overall theme of the Bicentennial Square Improvement Project and may suggest minor changes to individual design elements if they feel they would enhance their public art proposal as well as the overall project design. Themes to consider could focus on, but are not limited to, a political, cultural, environmental, industrial, or social element of Concord's history and character, and should be visually and characteristically compatible with the rest of the reconstructed square.

**In an effort to better inform Artisan's of the themes of the local area, a non-mandatory site walk-through has been scheduled for Friday, July 21, 2006 at 10:00 AM at Bicentennial Square off Warren Street, Concord, NH. All artisans are encouraged to attend.**

#### C. Design Considerations

The work must be safe and durable enough to withstand exploration by touching, climbing, and other non-visual methods. Some aspect of the work should also provide place(s) to sit and relax. ARTISANS that propose natural materials as part of their design are encouraged to take into account other natural materials that have been incorporated into the overall park improvement design. The sculpture must be suitably constructed of durable, appropriate materials that can withstand harsh New Hampshire weather (including hail, high winds, snow, rain, sun and temperature changes) and aging with minimal maintenance requirements.

#### D. Maintenance and Durability

Applicants are requested to consider the issues of long-term conservation and maintenance of public art. The project is in the public realm and therefore should be fabricated of highly durable, low maintenance materials. Prior to awarding a contract, the Artisan's proposal will be reviewed to ensure conformity with City standards of maintenance and durability.

#### E. Materials to be Submitted

To be considered for this project, the applicant must submit photos, slides or digital images of previously completed artwork. The quality of each applicant's artwork as evidenced in the media submitted will be a significant factor in the selection of semi-finalists. The Artisan should clearly identify the title of the work, year of completion, client, material or medium as well as the art object dimensions (height by width by depth) for each example provided:

#### F. Concept Statement

Applicants are asked to submit a concept statement of not more than 500 words, which outlines their ideas for the project, specifically addressing how their public art piece relates to the role of Bicentennial Square and can be integrated into the site.

#### G. Drawings

Drawings or sketches are required to further illustrate your preliminary concept. Please do not spend an inordinate amount of time on them at this stage. Three dimensional and /or standard 2x3 full plan presentations will be required in the final round of the short list selection.

#### H. Resume and Portfolio

Submit a current resume that outlines your professional accomplishments as an artisan. Resume should include all public art experience as well as three 3 references directly related to these experiences. Attach with your resume no more than 10 examples of your artwork on CD or in color reproduction.

#### I. Budget

The total contract to be awarded to an artisan for this project is approximately **\$20,000**. This contract is inclusive of all costs associated with the project, including but not limited to, the artisan's design fee, other consultation fees such as structural engineering, insurance, small tools, materials, fabrication, transportation and installation, including any site modification required, travel to and from the site, per diem expenses, project documentation, contingency to cover unexpected expenses and any other costs of any kind.

#### J. Selection Process

A technical review committee has been authorized to screen and make recommendations on the selection of the artisan. With this technical assistance, the committee will be responsible for reviewing the applications, short-listing and interviewing finalists, and making a final recommendation to the Engineering Services Division.

#### K. Tentative Time Frame

Unless otherwise noted, all dates are tentative to provide the artisan with the City's approximate timeline of the sculpture acquisition process.

#### 11. INSURANCE

Per attached Insurance Requirements for all Artisans. The successful Artisan's insurance certificate shall be submitted prior to contract signing.

#### 12. CONTRACT AWARD

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. The award shall be to a responsive and responsible ARTISAN based on the following criteria:

1. Adequate financial resources for performance, or ability to obtain such resources;
2. Possession of the necessary experience, organization, technical and professional qualifications, skills and facilities;
3. Ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance and cost;
4. Demonstrated satisfactory record of performance; and
5. Adherence to the specifications of this RFQ&E and provision of all required documentation.
6. Acceptable lump sum fixed fee for professionals, technicians and support personnel, and includes profit and overhead.

Each task shall be assigned to the ARTISAN by letter agreement signed by the ARTISAN, and approved by the City Engineer. The scope of work and fixed fee for each project will be established by agreement.

13. MODIFICATIONS AFTER AWARD

The CITY reserves the right to incorporate minor modifications, which may be required by it. The ARTISAN 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.

14. CANCELLATION OF AWARD:

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

15. EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

16. APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner 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 and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

17. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

18. DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

19. WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer 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.

20. PAYMENT SCHEDULE

Invoices are due in duplicate and payable within thirty (30) days. Invoices are to be for the actual dollar value of the services provided. Invoices should be submitted no later than the last week of the month for subsequent review and approval during the following month. **Invoices must reference a valid City purchase order number.** The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please invoice less these taxes.

21. FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

22. ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

23. OWNERSHIP OF REPORTS

All data, materials, plans and documentation prepared pursuant to this contract shall belong exclusively to the CITY.

24. DISAGREEMENTS AND DISPUTES

All disagreements and disputes, if any, arising under the terms of agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to laws and procedures of the State of New Hampshire, in which state this 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 this agreement, in any jurisdiction whatsoever other than the State of New Hampshire.

25. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the ARTISAN shall fail to furnish in a timely and proper manner its obligations under this CONTRACT, or if the ARTISAN shall violate any of the covenants, agreements or stipulations of this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the ARTISAN 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 documents, plans, data programs and reports prepared by the ARTISAN under this CONTRACT shall, at option of the CITY become its property and the ARTISAN shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the ARTISAN shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the contract, and the CITY may withhold any payments until such time as the exact amount of damages due the CITY is determined.

26. TERMINATION FOR THE CONVENIENCE OF THE CITY

The CITY may terminate the CONTRACT at any time by giving written notice to the ARTISAN 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 documents and materials as described in paragraph 15 shall, at the option of the CITY become its property. If the CONTRACT is terminated by the CITY as provided herein, the ARTISAN will be paid an amount which bears the same ratio to the total compensation as the services covered by this CONTRACT, less payments of compensation previously made.

27. CONTRACT

The CONTRACT between the CITY and the ARTISAN shall consist of (1) the Request for Qualifications and Experience (RFQ&E) and any amendments thereto, (2) the ARTISAN's proposal in response to the RFQ&E, and (3) the ARTISAN's approved hourly fee schedule and multiplier. 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 RFQ&E shall govern. However, the CITY reserves the right to clarify any contractual relationship in writing with the concurrence of the ARTISAN, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFQ&E and the ARTISAN's proposal. In all other matters, not affected by written

clarification, if any, the RFQ&E shall govern. The submitter is cautioned that his proposal shall be subject to acceptance without further clarification.

28. FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

29. 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.

30. 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.

31. 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.

32. PROVISION REQUIRED BY LAW DEEM INSERTED

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

33. GOVERNING LAW:

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

## STATEMENT SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and nine (9) identical copies** as part of his/her proposal:

1. Proposal Statement (see pages 4 & 5, Paragraph 8A-E, Statement Preparation)
2. Specifications Exception Form (see page 13)
3. Alternate W-9 Form (see page 14)
4. City of Concord Indemnification Agreement (see page 15)
5. Photos, slides or digital images of previously completed artwork (see page 6)
6. Concept statement outlining the Artisan's ideas for the project (see page 6)
7. Drawings or sketches to illustrate the Artisan's preliminary concept (see page 6)
8. Resume and portfolio outlining the Artisan's professional accomplishments (see page 6)

**The successful vendor must submit, prior to contract signing, his/her insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage (see page 16)**

CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: \_\_\_\_\_  
**I DO** meet specifications

Signed: \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form may result in your proposal being rejected as unresponsive.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord Finance Department 41 Green Street Concord NH 03301
List account number(s) here (optional)	

<b>Part I</b>	Taxpayer Identification Number (TIN)
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Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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<b>Part II</b>	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful Artisan agrees to indemnify, investigate, protect, defend and save harmless the City and Groundwork Concord, their officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Artisan in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City and Groundwork Concord for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**ARTISAN** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form may result in your Proposal being rejected as unresponsive.

**City of Concord, New Hampshire**  
**RFQ&E01-07, Artisan’s Proposal for Public Art**  
**Insurance Requirements for All Artisans**

**Additional Coverage is Required if Checked** **Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- Owners & Contractors’ Protective – Limit NA
- Underground/Explosion and Collapse

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

**Additional Coverage to include:**

- Garage Liability NA
- Garage Keepers Legal Liability NA

**Workers Compensation**

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

**Commercial Umbrella**

May be substituted for higher limits required above	NA
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- Follow Form Umbrella on ALL requested Coverage

**Other**

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
  - All Risk completed value form including Collapse NA
  - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) **The City of Concord and Groundwork Concord must be named as Additional Insured**

City of Concord,  
New Hampshire



**Finance Department**  
**Purchasing Division**  
**CITY HALL 41 GREEN STREET**  
**Concord, NH 03301**  
**(603)225-8530 FAX(603)230-3656**

Reference: RFQ&E01-07

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

\* \* \* \* No Proposal Questionnaire \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Qualifications and Experience 01-07 (Artisan's Proposal for Public Art) for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)