

**Town of Newmarket**  
**Matthew Angell**

**Interim Finance Director**  
Town Hall  
186 Main Street  
Newmarket, NH 03857



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**Request for Proposal #17-0010**  
**Construction Equipment Rental Rates**

You are cordially invited to submit a Bid for Construction Equipment Rental Rates in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

One copy of the Proposal must be submitted in a sealed envelope, plainly marked:

BID #17-0010 – Construction Equipment Rental Rates  
Finance Office  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

All proposals/bids must be received by December 8, 2016 at 2:00 pm EST

Matthew Angell,  
Interim Finance Director

**Town of Newmarket**  
**Request for Bid – Construction Equipment Rental Rates**  
**Number – 17-0010**

**1. Introduction**

The Town of Newmarket, New Hampshire is seeking qualified vendors to provide construction equipment rentals, as needed.

**2. General Requirements**

Vendors making proposals must respond in writing to all requirements of this Request for Proposal (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements.

No late, telephone, e-mail, or facsimile proposals will be accepted.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the vendor submitting the proposal. The Town of Newmarket reserves the right to select or reject any vendor that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the select process at any time prior to awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

Procurement information shall be a governmental record to the extent provided in NH RSA 91-A:4 and 5 and shall be available to the public. Proprietary information shall be considered a governmental record.

**3. Project Requirements**

- a. Contractors shall calculate hourly rates to include an operator.
- b. Contractor shall be guaranteed a minimum of three (3) hours upon being called out.
- c. All construction equipment being offered must come with built-in safety devices where it is available; i.e. audible alarm when backing up, etc.
- d. Successful contractor(s) shall furnish the Town with the following Certificates of Insurance:
  - General Liability, including Completed Operations and Underground Coverage-- \$1,000,000 combined single limit
  - Workers' Compensation
- e. The Town reserves the right to terminate the services of the Contractor if, in the opinion of the appropriate Town officials, the contractor's performance is unsatisfactory.
- f. Prices quoted must hold for the 2014 construction season.

Any deviations from the specifications must be so noted and any bid prices must be reflective of these deviations.

Questions should be directed Rick Malasky, Director of Public Works at (603) 659-3093 or rmalasky@NewmarketNH.gov.

**PRICING**

Equipment	Bucket Size	Make, Model & Year	Price/Hour	Tracks	Rubber
Excavator					
Backhoe					
Loader					
Bulldozer					
Dump Truck					
Grader					
Grade All					
Skid-Steer					
Trencher					
Laborers					
Other equipment					

**REFERENCES**

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CONTACT INFORMATION, SUSPENSION & DEBARMENT CERTIFICATE,  
AND SIGNATURE REQUIRED:**

Recent names and phone number information must be provided for at least three (3) other customers for whom these types of services have been provided.

Contact information:

Official Entity Name		Warranty/Guarantee	
Address		FOB Information	
City, State, Zip		Availability	
E-mail Address		State of Incorporation	
Telephone Number		Price holds for	
Fax Number			

**Suspension and Debarment Certificate:**

I certify that this vendor has not been suspended or debarred from participating in any federal or State contract or grant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **BID PROTESTS**

1. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a bid or contract may protest and seek resolution of complaints with the Purchasing Agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the time for the opening of bids on the closing day for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposal. In that event, the protest shall be submitted within three (3) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
2. If a satisfactory resolution of the protest is not achieved by submitting a compliant with the Finance Director, the person submitting the protest shall submit a written appeal to the Town Administrator within three (3) calendar days of a decision by the Finance Director.
3. Purchasing procedures shall be stayed pending a decision of the Town Administrator unless the Town Administrator decides that the award of a contract is necessary to protect substantial interest of the Town.

## **BID, RFP, AND QUOTE TERMS AND CONDITIONS**

1. **BID ACCEPTANCE AND REJECTIONS:** The Town of Newmarket reserves the right to accept any bid, and to reject any or all bids; to award the bid to other than the low bidder if deemed "bid most advantageous to the Town;" to accept the bid on one or more items of a proposal, on all items of a proposal or any combination of items of a proposal and to waive any defects in bids.
2. **FINAL BID PRICE:** Terms and FOB point are always part of the bid. FOB point is always to be Newmarket, New Hampshire unless otherwise indicated by the bidder. It is the bidder's responsibility to so designate an FOB point other than Newmarket. If the bidder has any special payments or delivery clauses which could effect the final delivery price of an item up for bid, that too shall be made part of the bid. If, however, this is not included in the bid, the seller will be solely responsible for any increased prices due to any circumstances.
3. **LATE PROPOSALS/BIDS:** Any bids received after the specified date and time will not be considered, nor will late bids be opened.
4. **PAYMENT TERMS:** It is the customer of the Town of Newmarket to pay its bills within 20 – 30 working days following delivery of, and receipt for, all items covered by the purchase order. In submitting bids under these specifications, bidders should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.
5. **BRAND NAMES:** When the item is offered of a brand that is not known for use and/or reputation and financial stability is not well and favorably known to these officials, bids on such unknown brand may be rejected because of this lack of knowledge alone. Prospective bidders with such unknown brand should give information concerning it to the Finance Director so that it may be checked into for bids for the coming year. The bidder will state in the proposal the brand name and any guarantees of the proposed materials. The brand name is to be for the material that meets all specifications.
6. **SUBCONTRACTORS:** Where a project involves utilizing subcontractors, and the project is completed satisfactorily, the Town of Newmarket reserves the right to request proof of payment to subcontractors by the general contractor prior to making final payment to the general contractor.
7. **PROPER DOCUMENTATION:** Any respondent to a bid request should sign off on and return to the Finance Department the original Bid Documentation Package which explains the scope of the bid request. Said signature, in the spaces provided, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
8. **INDEMNIFICATION:** The Bidder will indemnify the Town against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation to attorneys' fees) arising in any way out of the Bidder's performance or non-performance of its obligations under this contract. Bidder will defend all such actions with counsel satisfactory to the Town at its own expense, including attorneys' fees, and will satisfy any judgment rendered against the Town in such action.

9. BID RESULTS: The Finance Office will not respond to phone inquiries for Bid Results, other than to identify the apparent low bidder and its total bid price quotation. Individuals or company representatives may secure a comprehensive bid analysis of a particular bid request by either attending a bid opening (which is open to all interested parties); by coming to Town Hall after a bid opening and asking to look through the file.