Town of Salem NH
Municipal Services Department
Construction Equipment Services

RFQ (2019-011)

SALEM PURCHASING
Christine Wholley, Purchasing Agent
603-890-2090
cawholley@salemnh.gov

Christopher Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Dept.
Director of Municipal Services Roy Sorenson
603-890-2154
rsorenson@salemnh.gov
REQUEST FOR PROPOSALS
CONSTRUCTION EQUIPMENT SERVICES

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

Two (2) copies of the Proposal must be submitted in a sealed envelope, plainly marked:

RFP 2019-011 Construction Equipment Services
Town of Salem
ATTN: Christine Wholley
33 Geremonty Drive
Salem NH 03079

All proposals must be received by February 21, 2019 @ 12:00pm
Late Proposals will not be accepted.

INTRODUCTION

The Town of Salem intends to contract a qualified company for construction equipment services. During the course of normal maintenance, the Town infrastructure occasionally requires construction services deemed urgent and/or beyond the capabilities of “in-house” resources. The Town is soliciting proposals for those such on-call services from experienced, licensed, and competent contractors. The subject contract will run from the date of execution through December 31, 2021 (Approximately 3 years) with a Town option to extend an additional year at bid pricing.

Construction supervision shall be under the general guidance of the Town of Salem Municipal Services Department which includes Engineering, Public Works, and Utilities. This is a support services contract that will work with and for Municipal Services as needed.

SCOPE OF WORK

In general the contractor must have the ability to provide equipment and labor (if applicable) for periodic on call services including emergencies as needed by the Municipal Services Department. Work may include but is not limited to the following infrastructure: water, sewer, structures, culverts, roads, and general excavation. The Contractor must also be available to assist the Town with after-hour emergency services, and be on site within 2 hours of a service call. The Contractor will work with support from Town staff as needed and the Town will provide and handle all materials and debris associated with the work. Dig-Safe and Police details will be by Town.
**CONTRACTOR REQUIREMENTS**

- Contractors shall calculate hourly rates to include an operator and operators must be CDL licensed (if applicable).
- Contractor shall be guaranteed a minimum of three (3) hours upon being called out.
- Equipment shall be first class operating condition and come with built-in safety devices where it is available; i.e. audible alarm when backing up, etc.
- Any breakdowns or equipment failures will be at the Contractors cost.
- Contractor(s) shall furnish the City with Certificates of Insurance as outlined in the terms and conditions/sample agreements prior to beginning work
- Outline any fuel adjustment terms if applicable on the bid sheet.

**AWARD OF CONTRACT:** It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.
- Provide references including municipal or pre-qualifications and/or utilities that you have done work for.

The contract will be awarded to a responsive & responsible Contractor based on pricing and the qualifications and experience, the quality of the equipment and services to be provided to support that the Contractor offers during the duration of the terms. No award will be made to any Contractor who cannot satisfy to the Town that he has sufficient ability and experience in this class of work and sufficient capital and assets to enable him to prosecute and complete the work successfully. The Town's decision or judgment on these matters shall be final, conclusive, and binding. The Town may make such investigations as it deems necessary, and the Contractor shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request. 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.
**BID FORM**

One Time Mobilization per call: Assume 1 Machine, 2 Dump Trucks: $_______________
One Time Mobilization per call: Assume multiple machines and Trucks: $_______________

**NOTE:** Put year and model in EQUAL/MODEL column of equipment being bid

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>PRICE w/ OPERATOR</th>
<th>EQUAL/MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Wheel Large Dump Truck</td>
<td></td>
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<tr>
<td>10 Wheel Dump Truck</td>
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<td></td>
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<tr>
<td>Tri-Axle</td>
<td></td>
<td></td>
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<tr>
<td>Trailer Dump</td>
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<td></td>
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<tr>
<td>Skidsteer (CAT 236B)</td>
<td></td>
<td></td>
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<tr>
<td>Loader - 3 YDS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loader - 5 YDS</td>
<td></td>
<td></td>
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<tr>
<td>Backhoe – Loader (CAT 420)</td>
<td></td>
<td></td>
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<tr>
<td>Bulldozer (CAT - D6)</td>
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<td></td>
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<tr>
<td>Mini-Excavator (CAT 305)</td>
<td></td>
<td></td>
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<tr>
<td>Rubber Tired Excavator (CAT M315)</td>
<td></td>
<td></td>
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<tr>
<td>Excavator (CAT 312)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavator (CAT 320)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavator (CAT 330)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fuel Adjustment Terms if applicable:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

References:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Provide references including municipal or pre-qualifications and/or utilities that you have done work for.
GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

Completed Bid/Proposals shall contain the following:
  • Completed and executed Bid Form
  • Narrative of work experience and qualifications.
  • Executed Statement of Non-Collusion
  • Executed Indemnification Agreement
  • Completed Notice to Qualified Firms
  • Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid questionnaire if they choose not to bid.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, 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.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer up to three (3) calendar days prior to the bid opening. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.
PROPOSAL EVALUATION: The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE: Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company’s experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner’s needs.

EXECUTION OF AGREEMENT: The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.
**CONTRACT TERMINATION:** If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

**FAILURE TO SUPPLY GOODS OR SERVICES:** If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will price incurred on the open market.

**RIGHT TO REJECT BIDS:** The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

**INSURANCE CERTIFICATES:** Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of $5,000 which shall be in effect for the duration of the contract and warranty period.

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000/$3,000,000</td>
</tr>
<tr>
<td>Auto Liability: Property Damage</td>
<td>$1,000,000/$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000/$3,000,000</td>
</tr>
<tr>
<td>Workmen’s Compensation</td>
<td>as required by the State of New Hampshire</td>
</tr>
</tbody>
</table>

**PRICING:** Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

**DELIVERY:** Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment requirement unless specifically provided for. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices.

**OR-EQUAL:** The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.
**GUARANTEES AND WARRANTIES:** All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is compensate the Town of Salem, New Hampshire with the difference between the bid price and the deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.

**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 any other act of God.
NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title
________________________________________

Signature_______________________________________

Company________________________________________
INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its 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, equipment 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 vendor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company
  ______________________________________

- Taxpayer Identification Number
  ______________________________________

- Authorized Signature
  ______________________________________

- Contact Phone
  ______________________________________

- Address
  ______________________________________

- Date ________________________________
Notice To Qualified Firms

*Do not alter bid documents in any way.
*All bid documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _______________________________________________________________________
- _______________________________________________________________________
- _______________________________________________________________________
- _______________________________________________________________________

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

For questions or clarification on specifications please contact
Municipal Services Director Roy Sorenson (603)890-2154 or RSorenson@ci.salem.nh.us

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems nonconforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.
**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 Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed________________________________________________

I DO meet specifications

Signed________________________________________________

I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.
No Bid Questionnaire

Reference: Sealed RFQ-2019-009
If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): ____________________________ Dated ________________, for the following reasons:

______Item not supplied by our company.

______Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

________________________________________________________

______Profit Margin too low

______Past experience with the Town of Salem (give specific’s e.g. payment delay, bid process, admin problems, etc.)

________________________________________________________

______Insufficient time allowed to prepare and respond to bid request.

______Bid requirements too large ____ or too small ____ for our company.

______Priority of other business opportunities limits time.

______Other reason(s) Please Specify: __________________________________________

________________________________________________________

Company Name__________________________________________

Address________________________________________________

Phone___________________________________________________

________________________________________________________

(Name & Title) __________________________________________ (Signature)
Form W-9  
Request for Taxpayer Identification Number and Certification  

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/described entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual (e.g., proprietor)
   - Corporation
   - Partnership
   - Trust or estate
   - Exempt organization
   - Other (use instructions)

4. If you have a TIN, enter it in the appropriate box. If you do not have a TIN, see the instructions on page 3 for guidelines on how to get a TIN.

5. Address, including street, apt., and suite (if applicable).

6. City, state, and ZIP code.

7. List account number(s) (optional).

Part I  Taxpayer Identification Number (TIN)

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 generally your social security number (SSN). However, for a partnership, limited liability company, or other entity, your employer identification number (EIN) is required.

Social security number or
Employer identification number

Part II  Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); 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 IRS that I am subject to backup withholding because I fail to report all interest and dividends. For real estate transactions, Item 2 does not apply. For mortgage interest paid, Item 2 does not apply. If you are not subject to backup withholding because you have not been notified by the IRS, you are not required to sign the certification. If you are subject to backup withholding, see the instructions on page 3 for guidelines on how to get a TIN.

Signature of entity (or I am waiting for a number to be issued to me); 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 IRS that I am subject to backup withholding because I fail to report all interest and dividends. For real estate transactions, Item 2 does not apply. For mortgage interest paid, Item 2 does not apply. If you are not subject to backup withholding because you have not been notified by the IRS, you are not required to sign the certification. If you are subject to backup withholding, see the instructions on page 3 for guidelines on how to get a TIN.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. 

Purpose of Form

An individual or entity who is required to file an information return with the IRS must report the TIN of the person who is required to report the information return. The TIN of the person who is required to report the information return must be included in the TIN of the person who is required to report the information return. For example, an EIN is required to report the information return of the person who is required to report the information return.

Form 1099-INT (investment income), 1099-D (dividends), 1099-MISC (miscellaneous income), 1099-B (stock), 1099-A (real estate transactions), and 1099-K (merchandise and third-party network transactions).