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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 26, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into contract (Contract #8003494) with Martin Forestry Consulting LLC (VC#228721), New Hampton, New Hampshire, for equipment rental with operator services in an amount of up to and not to exceed $464,053.32, with the option to renew for up to an additional two-years, effective upon Governor and Executive Council approval through February 28, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property, issued request for bid (RFB) 2817-24 for equipment rental and operator services on December 15, 2023, with responses due on January 16, 2024. This RFB reached 65 vendors through the NIGP registry with an additional 12 directly sourced. There were 27 compliant responses received offering a variety of different equipment types and service areas. The intent of this multi contract award is to provide as many contracts as possible for equipment rental with operator services under the expectation that multiple state agencies will have concurrent construction or maintenance efforts in different areas of the State.

Contracts emanating from RFB 2817-24 shall be awarded with consideration for the counties serviced and the type of equipment offered, resulting in six contracts requiring Governor and Executive Council review and approval. Upon approval the state agency seeking equipment rental services shall contact the lowest priced contractor with the necessary equipment who offers services in the county of the project location, if that contractor is unavailable, they are to pursue the next lowest priced contractor who can provide the necessary equipment in that county.

The purpose of these requested contracts for equipment rental with operator service will provide agencies which do not possess larger construction equipment with a direct pathway to acquire the equipment necessary to complete their construction or maintenance project. Approval of this contract will also assist agencies to better estimate costs of forthcoming construction endeavors by providing a predetermined cost of construction equipment rentals. With no previous contract of this kind from which to pull usage data, the price limitation has been calculated from agency expected usage combined with multipliers for the number of counties which will be serviced by the vendor and the abundance of the type of equipment offered, providing an accurate estimation of spending for the duration of the contract term.

Contract financials	
Estimated annual spend	$154,684.44
Estimated 3-year term spend	$464,053.32
Recommended price limitation	$464,053.32

Based on the foregoing, I am respectfully recommending approval of the contract with Martin Forestry Consulting LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property
RFB Bid Summary - Individual Vendor

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Heavy Equipment Rentals - With Operator	Agency	DAS
RFB#	2817-24	Requisition#	N/A
Agent Name	Andrea Olsson	Bid Closing	1/16/24 @ 10:00

Indicates Award: ☐

Qty.	UOM	Equipment Description	Martin Forestry Consulting LLC	
			Unit Cost	Extended Cost
640	HR	5 Metric Ton Rubber Tracked Excavator	$ 125.00	$ 5,714.29
640	HR	7 Metric Ton Tracked Excavator	$ 200.00	$ 25,600.00
640	HR	13 Metric Ton Tracked Excavator .75 yd		$ -
640	HR	16 Metric Ton Tracked Excavator 1 yd		$ -
640	HR	16 Metric Ton Tracked Excavator 1 yd	$ 200.00	$ 14,222.22
640	HR	16 Metric Ton Tracked Excavator	$ 300.00	$ 64,000.00
640	HR	25 Metric Ton Tracked Excavator 2 yd		$ -
640	HR	Excavator 5-8 yd		$ -
640	HR	Mini Excavator	$ 200.00	$ 18,285.71
640	HR	Dozer 80hp to 100hp		$ -
640	HR	Dozer 180hp to 200hp		$ -
640	HR	Wheel Loader 1yd to 3yd		$ -
640	HR	Wheel Loader 3 yd to 4yd Bucket		$ -
640	HR	Wheel Loader 4.5 yd to 5.5yd Bucket		$ -
640	HR	Vibrating Roller 10T		$ -
640	HR	Vibrating Roller 16T		$ -
640	HR	Dump Truck (10 wheel?) 16y to 18yd		$ -
640	HR	Dump Truck 12y to 14yd		$ -
640	HR	Dump Truck (6 wheel?) 3yd to 5yd		$ -
640	HR	Tracked dump truck 4.5yd		$ -
640	HR	Tracked dump truck 6.5yd		$ -
640	HR	Low bed 55 ton		$ -
640	HR	Tow behind Rock Rake 10'		$ -
640	HR	Grader 14' Moldboard		$ -
640	HR	Grader 13' Moldboard		$ -
640	HR	Boom mower 80 to 99 HP 18' to 20' Reach		$ -
640	HR	Boom mower 100 HP 20' Reach		$ -
640	HR	Tractor 30 to 60 HP	$ 125.00	$ 10,000.00
640	HR	Tractor 60 to 80 HP	$ 175.00	$ 22,400.00
640	HR	Tractor 60 to 80 HP		$ -
640	HR	Wheel Tractor w/Backhoe 1 yd		$ -
640	HR	Backhoe HP79		$ -
640	HR	Boom Truck 60' Reach		$ -
640	HR	Rock Crusher 12" Jaw		$ -
640	HR	Rock Crusher 36" Cone		$ -
640	HR	Vibratory Box Screen 5yd		$ -
640	HR	Feller Buncher		$ -
640	HR	Forwarder		$ -
640	HR	Grapple Skidder	$ 200.00	$ 21,333.33
640	HR	Hydraulic Crane 40 Ton		$ -
640	HR	Tree Shear	$ 300.00	$ 192,000.00
640	HR	Tracted Skidsteer 1/2-2 yd	$ 185.00	$ 13,155.56
640	HR	Skidsteer		$ -
640	HR	Welder		$ -
		ROCKINGHAM	X	
		HILLSBOROUGH	X	
		MERRIMACK	X	
		CHESHIRE		
		SULLIVAN		
		BELKNAP	X	
		STRAFFORD	X	
		CARROLL	X	
		GRAFTON	X	
		COOS	X	
		County Multiplier	0.8	
		Sub Total		$154,684.44
		Estimated annual spend		$154,684.44
		Estimated term spend		$464,053.32
		Recommended price limitation		$464,053.32

Recommendation Summary	
Statewide Contract or Amendment	State Wide
Term of Contract	3 years
Price Limitation	Multiple
Number of Solicitations Received	31
Number of Sourced bidders	12
Number of NIGP Vendors Sourced	65
Number of non-responsive bidders	46
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes

Special Notes: The estimated hours of use for each piece of equipment assumed Statewide use, to address the amount of counties a bidder will provide services in and the amount of each equipement type, we've divided the estimated use by the number of counites bid on and by the number of each equipment type to more accurately determine estimated annual spend and price limitations. We are recommending a minimum price limitation of $100,000 for those bidders with minimal equipment and county coverage.

Non Compliant	Reason
E and G Excavation	Did not submit an offer sheet
Jared King Logging,	Submitted a blank offer sheet
Gould Crane Service	Submitted a blank offer sheet w/ quote attached

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Heavy Equipment Rentals - With Operator	Agency	DAS
RFB#	3117-24	Equipment	N/A
Agent Name	Andrea Olson	Bid Closing	1/16/24 @ 10:00 AM

Indicates Award [ ]

Qty.	UOM	Equipment Description	Bonnie Excavation, Inc	R.M. Leslie Trucking, LLC	R.S. Davis Land Services	CB Gray Landscaping & Excavating	Chandler Sand & Gravel Company, Inc	C.A. Bowler LLC	CTBG LLC	Bunbury Land Clearing & Chipping LLC	DK Hardwick & Sons, Inc	Dirt Designs By Johnston Brothers	Erik Dennis Excavating	Brothers Excavating, LLC	Kirk Farrell & Son Excavating LLC
			Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost	Unit Cost / Extended Cost
640	HR	5 Metric Ton Rubber Tracked Excavator 24" Bucket	[illegible]					[illegible]		[illegible]				[illegible]	[illegible]
640	HR	7 Metric Ton Tracked Excavator									[illegible]	[illegible]			[illegible]
640	HR	12 Metric Ton Tracked Excavator .75 yd		[illegible]	[illegible]	[illegible]				[illegible]		[illegible]		[illegible]	[illegible]
640	HR	16 Metric Ton Tracked Excavator 1 yd	[illegible]				[illegible]		[illegible]						[illegible]
640	HR	18 Metric Ton Tracked Excavator 1 yd	[illegible]						[illegible]			[illegible]	[illegible]	[illegible]	[illegible]
640	HR	16 Metric Ton Tracked Excavator													[illegible]
640	HR	22 Metric Ton Tracked Excavator 1 yd	[illegible]				[illegible]		[illegible]		[illegible]				[illegible]
640	HR	Excavator 3-4 yd	[illegible]								[illegible]				[illegible]
640	HR	Mini Excavator	[illegible]	[illegible]						[illegible]					[illegible]
640	HR	Dozer 65hp to 105hp	[illegible]	[illegible]			[illegible]		[illegible]		[illegible]	[illegible]		[illegible]	[illegible]
640	HR	Dozer 105hp to 200hp	[illegible]				[illegible]				[illegible]			[illegible]	[illegible]
640	HR	Wheel Loader 1yd to 2yd	[illegible]	[illegible]							[illegible]				[illegible]
640	HR	Wheel Loader 2 yd to 4yd Bucket	[illegible]				[illegible]		[illegible]			[illegible]			[illegible]
640	HR	Wheel Loader 4.5 yd to 5.5yd Bucket					[illegible]		[illegible]		[illegible]				[illegible]
640	HR	Vibratory Roller 36"		[illegible]							[illegible]	[illegible]		[illegible]	[illegible]
640	HR	Vibratory Roller 66"	[illegible]				[illegible]								[illegible]
640	HR	Dump Truck (10 wheel) 10yd to 12yd	[illegible]	[illegible]		[illegible]	[illegible]		[illegible]		[illegible]	[illegible]		[illegible]	[illegible]
640	HR	Dump Truck 12yd to 16yd	[illegible]	[illegible]					[illegible]		[illegible]	[illegible]			[illegible]
640	HR	Dump Truck (6 wheel) 3yd to 5yd	[illegible]	[illegible]					[illegible]	[illegible]	[illegible]				[illegible]
640	HR	Tracked dump truck 4.5yd							[illegible]			[illegible]			[illegible]
640	HR	Tracked dump truck 6.5yd													[illegible]
640	HR	Low bed 35 ton	[illegible]				[illegible]		[illegible]		[illegible]			[illegible]	[illegible]
640	HR	Rubber tired Back Hoe 4x4		[illegible]			[illegible]		[illegible]						[illegible]
640	HR	Grader 14' Moldboard					[illegible]					[illegible]			[illegible]
640	HR	Grader 12' Moldboard		[illegible]					[illegible]		[illegible]				[illegible]
640	HR	Boom mower [illegible] Reach							[illegible]						
640	HR	Boom mower 100 HP 20' Reach							[illegible]						
640	HR	Tractor 30 to 60 HP		[illegible]	[illegible]			[illegible]		[illegible]					[illegible]
640	HR	Tractor 60 to 90 HP	[illegible]								[illegible]				[illegible]
640	HR	Tractor 60 to 90 HP												[illegible]	
640	HR	Wheel Tractor w/Backhoe 1 yd													
640	HR	[illegible]		[illegible]											
640	HR	Boom Truck 60' Reach													
640	HR	Rock Crusher 42" Jaw					[illegible]		[illegible]						
640	HR	Rock Crusher 36" Cone					[illegible]		[illegible]						
640	HR	Vibratory Box Screen 3yd	[illegible]	[illegible]					[illegible]					[illegible]	[illegible]
640	HR	Pully Screener									[illegible]				
640	HR	Forwarder	[illegible]												
640	HR	Grapple Skidder				[illegible]				[illegible]	[illegible]			[illegible]	
640	HR	Hydraulic Crane 40 Ton													
640	HR	Tree Boom													
640	HR	Tracked Skidsteer 1/2 1 yd	[illegible]					[illegible]		[illegible]		[illegible]			[illegible]
640	HR	Skidsteer	[illegible]											[illegible]	[illegible]
640	HR	Welder													
		ROCKINGHAM			X					X	X				
		HILLSBOROUGH			X			X		X	X			X	
		MERRIMACK			X			X		X	X				
		CHESHIRE			X			X		X	X			X	X
		SULLIVAN			X					X	X			X	
		BELKNAP			X					X			X		X
		STRAFFORD			X					X					
		CARROLL	X		X				X	X			X		X
		GRAFTON	X		X				X	X	X	X	X	X	X
		COOS	X	X	X	X	X					X	X		X
		County Multiplier	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		Sub Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		Estimated annual spend	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		Estimated term spend	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		Add allowance for balance of product line		[illegible]								[illegible]		[illegible]	
		Calculated price limitation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
		Recommended price limitation	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Non Compliant	Reason
E and O Excavation	Did not submit an offer sheet
Jared King Logging, LLC	Submitted a blank offer sheet
Gould Crane Service	Submitted a blank offer sheet w/ quote attached

Recommendation Summary	
Statewide Contract or Amendment	State Wide
Term of Contract	3 years
Price Limitation	Multiple
Number of Submissions Received	11
Number of Sourced bidders	13
Number of NIGP Vendors Sourced	65
Number of non responsive bidders	NA
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P card/ACH)	P-card/ACH
FOB Delivered	Yes
Special Notes	The estimated hours of use for each piece of equipment remained Statewide use, to address the amount of counties a bidder will provide services in and the amount of each equipment type, we've divided the estimated use by the number of counties bid on and by the number of each equipment type to more accurately determine estimated annual spend and price limitations. We are recommending a minimum price limitation of $100,000 for those bidders with minimal equipment and county coverage.

Gary S. Lanette
Director
(603) 271-2201

KB LLC General Contracting		Lanco Land Solutions LLC		Morris Forestry Consulting, LLC		McGuffin Forestry Services		New England Right of Way Vegetation Management, LLC		Rumsey Sand & Gravel, LLC		Roush Developers LLC		Sassabagris Logging		Summit Site Solutions LLC		Triple J Landclearing and Excavation LLC		Tomlinson Harvesting LLC		White Mountain Lumber Co		AB Excavating/AB Construction LLC		AM Design	
Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
$ 723.00	$ 5,784.00	$ 800.00	$ 6,400.00	$ 725.00	$ 5,800.00	$ 660.00	$ 5,280.00		$ -	$ 90.00	$ 4,320.00		$ -		$ -	$ 195.00	$ 5,850.00	$ 160.00	$ 4,800.00	$ 187.50	$ 3,375.00		$ -	$ 120.00	$ 2,400.00	$ 90.00	$ 4,320.00
	$ -	$ 425.00	$ 85,000.00	$ 200.00	$ 40,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -	$ 450.00	$ 9,000.00		$ -	$ 105.00	$ 10,500.00		$ -	$ 340.00	$ 10,340.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -	$ 475.00	$ 14,000.00		$ -		$ -		$ -	$ 145.00	$ 11,600.00	$ 160.00	$ 12,800.00		$ -		$ -		$ -		$ -		$ -	$ 175.00	$ 10,500.00		$ -
	$ -		$ -	$ 300.00	$ 14,400.00		$ -		$ -		$ -	$ 140.00	$ 11,277.78		$ -		$ -		$ -		$ -		$ -	$ 140.00	$ 8,955.56		$ -
	$ -		$ -	$ 500.00	$ 60,000.00		$ -	$ 297.00	$ 50,175.33		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -	$ 350.00	$ 22,400.00		$ -		$ -		$ -		$ -	$ 200.00	$ 12,120.00		$ -		$ -		$ -	$ 212.50	$ 19,300.00	$ 175.00	$ 8,400.00	$ 140.00	$ 10,500.00		$ -
	$ -	$ 275.00	$ 60,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -	$ 200.00	$ 10,200.00	$ 220.00	$ 20,900.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 50.00	$ 2,500.00		$ -		$ -
	$ -	$ 130.00	$ 7,800.00		$ -	$ 140.00	$ 6,002.14		$ -		$ -	$ 170.00	$ 6,800.13		$ -		$ -		$ -		$ -	$ 130.00	$ 6,500.00	$ 225.00	$ 6,125.00		$ -
	$ -	$ 320.00	$ 20,000.00		$ -		$ -		$ -	$ 140.00	$ 11,200.00	$ 275.00	$ 22,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -	$ 125.00	$ 13,250.00		$ -		$ -		$ -		$ -		$ -	$ 90.00	$ 10,125.00		$ -
	$ -	$ 275.00	$ 17,000.00		$ -		$ -		$ -	$ 100.00	$ 7,000.00	$ 150.00	$ 9,000.00		$ -		$ -		$ -		$ -	$ 100.00	$ 6,000.00	$ 120.00	$ 7,000.00		$ -
	$ -	$ 275.00	$ 14,025.71		$ -		$ -		$ -	$ 200.00	$ 14,020.33		$ -		$ -		$ -		$ -		$ -		$ -	$ 140.00	$ 11,257.14		$ -
	$ -		$ -		$ -		$ -		$ -	$ 60.00	$ 7,200.00		$ -		$ -		$ -		$ -		$ -	$ 50.00	$ 6,000.00	$ 100.00	$ 1,000.00		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
$ 17.00	$ 1,020.67	$ 125.00	$ 5,375.00		$ -		$ -		$ -	$ 100.00	$ 4,000.00	$ 111.00	$ 4,506.67		$ -		$ -		$ -		$ -	$ 100.00	$ 4,000.00	$ 100.00	$ 4,200.67		$ -
$ 12.00	$ 1,440.00		$ -		$ -		$ -		$ -	$ 95.00	$ 6,000.00	$ 100.00	$ 6,400.00		$ -		$ -		$ -		$ -		$ -	$ 110.00	$ 7,300.00		$ -
	$ -		$ -		$ -	$ 170.00	$ 9,000.00		$ -	$ 75.00	$ 4,000.00		$ -	$ 30.00	$ 5,120.00		$ -		$ -		$ -		$ -	$ 95.00	$ 6,000.00		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 240.00	$ 40,400.00		$ -
	$ -	$ 230.00	$ 14,345.45		$ -		$ -		$ -	$ 150.00	$ 9,375.00	$ 150.00	$ 9,375.00		$ -		$ -		$ -		$ -	$ 150.00	$ 9,450.00	$ 100.00	$ 6,400.00		$ -
	$ -		$ -		$ -		$ -		$ -	$ 80.00	$ 11,200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -	$ 140.00	$ 23,400.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	$ 600.00	$ 60,000.00		$ -		$ -		$ -		$ -		$ -	$ 150.00	$ 11,850.00	$ 150.00	$ 11,850.00		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 90.00	$ 16,770.33		$ -		$ -		$ -		$ -	$ 220.00	$ 36,600.67		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -	$ 125.00	$ 10,000.00		$ -		$ -		$ 75.00		$ -	$ 65.00	$ 3,200.00		$ -		$ -		$ -		$ -		$ -		$ -
$ 35.00	$ 5,600.00		$ -	$ 175.00	$ 21,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	$ 600.00	$ 60,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -	$ 300.00	$ 30,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	$ 750.00	$ 175,775.33		$ -		$ -		$ -		$ -		$ -	$ 150.00	$ 36,000.00		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	$ 750.00	$ 175,775.33		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -	$ 230.00	$ 22,255.14		$ -		$ -		$ -		$ -	$ 110.00	$ 10,257.14		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -	$ 225.00	$ 72,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	487.50	$ 60,000.00		$ -		$ -		$ -
	$ -		$ -	$ 200.00	$ 21,375.33	$ 175.00	$ 18,666.67		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	$ 420.00	$ 36,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -	$ 300.00	$ 192,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
$ 65.00	$ 4,622.22	$ 125.00	$ 8,888.89	$ 175.00	$ 12,437.50		$ -		$ -		$ -		$ -		$ -		$ -	$ 140.00	$ 9,955.56		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -	$ 95.00	$ 11,200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -	$ 300.00	$ 64,000.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -
X		X		X		X		X								X				X						X	
X		X		X		X		X								X				X						X	
X		X		X		X		X								X				X						X	
X						X		X												X							
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X		X		X		X		X								X				X						X	
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		0.0		0.0		0.0				0.1		0.1		0.0		0.0		0.1		0.0		0.7		0.1		0.2		0.0	
	$ 39,076.17		$ 154,470.99		$ 136,006.44		$ 75,179.77		$ 50,175.33		$ 57,452.56		$ 59,133.67		$ 5,010.67		$ 5,850.00		$ 4,800.00		$ 60,906.56		$ 38,054.95		$ 30,214.95		$ 12,400.17
	$ 39,025.17		$ 154,470.99		$ 136,006.44		$ 75,179.77		$ 50,175.33		$ 57,452.56		$ 59,133.67		$ 5,010.67		$ 5,850.00		$ 4,800.00		$ 60,906.56		$ 38,054.95		$ 30,214.95		$ 12,400.17
	$ 87,000.32		$ 463,410.04		$ 408,019.32		$ 217,721.54		$ 150,526.00		$ 172,357.64		$ 152,586.00		$ 17,430.00		$ 140,147.17		$ 14,738.00		$ 182,719.68		$ 114,164.86		$ 87,400.76		$ 37,400.76
	$ 17,400.00						$ 21,772.13		$ 30,000.00		$ 34,470.32		$ 30,200.00								$ 37,291.36		$ 22,832.97		$ 20,290.16		
	$ 304,411.41		$ 463,410.04		$ 408,019.32		$ 219,493.44		$ 150,470.00		$ 206,220.11		$ 153,006.21		$ 17,430.00		$ 140,147.17		$ 14,738.00		$ 225,151.62		$ 111,460.67		$ 137,500.36		$ 87,400.76
	$ 304,411.41		$ 463,410.04		$ 408,019.32		$ 219,493.44		$ 150,470.00		$ 206,220.11		$ 153,006.21		$ 17,430.00		$ 140,147.17		$ 14,738.00		$ 225,151.62		$ 111,460.67		$ 137,500.36		$ 800,000.00

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Summary of Equipment Offered by NH County

Bid Description	Heavy Equipment Rentals with Operator					Agency		DAS		
RFB#	2817-24					Requisition #		N/A		
Agent Name	Andrea Olsson					Bid Closing		1/16/24 @ 10:00 AM		
Equipment Category	Number of contracts containing a specfic equipment category per county									
	Belknap	Carroll	Cheshire	Coos	Grafton	Hillsborough	Merrimack	Rockingham	Strafford	Sullivan
5 Ton Rubber Tracked Excavator	8	8	5	11	9	9	9	7	7	5
7 Metric Ton Tracked Excavator	3	3	1	4	5	3	4	3	2	1
13 Metric Ton Tracked Excavator	4	4	3	8	6	4	4	3	4	3
16 Metric Ton Tracked Excavator 1yd	2	4	0	9	4	1	2	1	1	0
16 Metric Ton Tracked Excavator 1yd	3	5	1	8	7	2	2	1	1	1
16 Metric Ton Tracked Excavator	3	3	1	3	3	2	3	2	2	1
25 Metric Ton Tracked Excavator	3	4	2	8	5	3	4	3	2	2
Excavator 5-8 yd	2	3	1	3	4	2	3	2	1	1
Mini Excavator	3	4	1	6	4	2	3	2	3	1
Dozer 80hp to 100hp	3	5	2	10	8	4	4	3	2	3
Dozer 180hp to 200hp	2	3	2	6	5	3	3	2	1	2
Wheel Loader 1yd to 3yd	1	2	1	5	3	1	2	1	0	1
Wheel Loader 3 yd to 4yd Bucket	2	4	0	10	5	1	2	1	1	0
Wheel Loader 4.5 yd to 5.5yd	2	3	1	6	4	2	3	2	1	1
Vibrating Roller 10T	1	1	2	6	4	2	2	1	0	2
Vibrating Roller 16T	1	2	0	3	2	0	1	0	0	0
Dump Truck (10 wheel) 16y to 18yd	3	5	3	13	8	4	4	3	2	3
Dump Truck 12y to 14yd	2	4	2	9	6	2	3	2	1	2
Dump Truck (6 wheel?) 3yd to 5yd	2	4	2	8	6	2	3	2	2	2
Tracked dump truck 4.5yd	1	2	0	3	3	0	1	0	0	0
Tracked dump truck 6.5yd	1	1	0	2	1	0	1	0	0	0
Low bed 55 ton	2	4	2	9	6	3	3	2	1	2
Tow behind Rock Rake 10'	1	2	0	5	2	0	1	0	0	0
Grader 14' Moldboard	1	1	0	4	2	0	1	0	0	0
Grader 13' Moldboard	1	2	1	6	3	1	2	1	0	1
Boom mower 80 to 99 HP 18' to 20'	0	1	0	3	2	0	0	0	0	0
Boom mower 100 HP 20' Reach	0	1	0	1	1	0	0	0	0	0
Tractor 30 to 60 HP	2	2	3	6	3	2	3	1	2	1
Tractor 60 to 80 HP	2	3	2	3	5	3	3	2	1	2
Tractor 60 to 80 HP	2	2	1	2	2	2	2	2	2	1
Wheel Tractor w/Backhoe 1 yd	0	0	0	1	0	0	0	0	0	0
Backhoe HP79	0	0	0	2	0	0	0	0	0	0
Boom Truck 60' Reach	0	0	0	1	0	0	0	0	0	0
Rock Crusher 12" Jaw	0	1	0	3	1	0	0	0	0	0
Rock Crusher 36" Cone	0	1	0	3	1	0	0	0	0	0
Vibratory Box Screen 5yd	1	3	1	5	4	1	1	0	0	1
Feller Buncher	1	1	1	1	2	2	2	2	1	1
Forwarder	2	2	1	1	2	2	2	2	2	2
Grapple Skidder	0	0	3	2	2	2	1	1	1	2
Hydraulic Crane 40 Ton	2	2	0	2	2	2	2	2	2	1
Tree Shear	1	1	0	1	1	1	1	1	1	0
Tracted Skidsteer 1/2-2 yd	4	6	3	8	7	4	5	3	4	1
Skidsteer	1	2	1	3	3	1	1	0	0	1
Welder	0	0	0	1	0	0	0	0	0	0
Total pieces of equipment offered by NH County	75	111	49	214	153	75	93	60	50	47

Speical Notes: The above table shows the distribution of equipment categories offered by county for the 27 contracts for equipment rental service. The Northern Counties of New Hampshire have the most coverage of equipment rental categories, which is consistent with the expected needs of agencies based on interagency conversations during the development of RFB 2817-24 for Equipment Rental Services. This higher distribution of contractors in the northern region is appropriate when considering that more than a third of New Hampshire's state parks are located within Coos, Grafton, and Carroll Counties, as well as many dams and other areas managed by the Department of Environmental Services and the Department of Natural Cultural Resources.

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Martin Forestry Consulting LLC		1.4 Contractor Address PO Box 89 New Hampton, NH 03256	
1.5 Contractor Phone Number 603-630-3128	1.6 Account Unit and Class Various	1.7 Completion Date February 28, 2027	1.8 Price Limitation $464,053.32
1.9 Contracting Officer for State Agency Jesse G. Wilcox		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature Date: 5/22/24		1.12 Name and Title of Contractor Signatory Jon Martin owner	
1.13 State Agency Signature Date: 5/30/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Sheri Phillips, AAG On: 6/11/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials JM

Date 5/22/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JM

Date 5/21/24

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials JM

Date 5/21/24

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials JM

Date 5/21/24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials JM

Date 5/21/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Martin Forestry Consulting LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Equipment Rental with Operator Services in accordance with the bid submission in response to State Request for Bid 2817-24 and as described herein.

2. CONTRACT DOCUMENTS:

This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2817-24
- EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2817-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence upon execution by the Governor and Executive Council (the "effective date") and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

State agencies will select the contractor who is able to meet both the service requirements and availability needs for each project. The requesting agency shall engage with the lowest cost contractor who is able to provide the equipment and operator. If this contractor is unable to provide services for the time period requested, the agency will engage with the next lowest cost contractor who is able to provide services for the requested time period. Agencies shall refer to the equipment rental contract index to determine the contractors that are able to provide the required equipment in each NH county.

Equipment Delivery:

- Individual agencies will contact the Contractor to schedule a delivery date, time, and location. An agency representative will be present at the time of delivery. If for any reason, the Contractor is unable to adhere to the delivery timeline, they will notify the requesting agency no less than three (3) business day prior to the time of delivery to reschedule.
  - If an equipment operator is unable to work at the time and location scheduled due to emergency or other unforeseen circumstance, the Contractor will contact the requesting agency as soon as possible to reschedule the operator or will provide an alternate operator as soon as practicable and agreeable to the requesting agency.
- Equipment will be delivered fully fueled; in good working order and free of dirt, debris and other foreign matter. Certain locations may require equipment to be fully cleaned to avoid the spread of invasive species of vegetation.
- Equipment operator will be responsible for the safe loading and unloading of the equipment and ensure the equipment is utilized according to equipment operating manuals.
  - Parking of delivery equipment (truck and trailer)
    - Parking is typically allowed at the work sites and the Contractor will confirm the exact location prior to arrival at the work site. The requesting agency may indicate parking with signage, traffic cones.

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survey tape, etc.

- If parking is not allowed on the work site, the requesting agency will notify the Contractor and provide alternative parking solutions.

Equipment Pick-up:

- Equipment operator shall remove the equipment from the work site no more than 24 hours after the completion of the project. All other arrangements shall be made in advance with the requesting agency's project manager.
- The Contractor's operator will be responsible for ensuring the equipment is refueled and returned in good working order as specified by the Contractor's policies.
- The Contractor shall be responsible for ensuring the entire work site is finished to the requesting agency's satisfaction and all tools, tie downs, etc. have been removed from the area.

Equipment Maintenance/Equipment Failure:

- If an equipment operator is provided, the operator will be responsible for the routine maintenance as well as re-fueling the equipment as necessary. This will be at no additional charge to the State.
- The operator will be responsible for any repairs as a result of equipment breakdown while at the job site. Repairs shall be done at no additional cost to the State. If equipment is inoperable for more than one business day, the State will expect an adjusted invoice to account for the time the equipment non-functioning. This rate shall be equivalent to the hourly rental rate provided in the offer section for the number of hours the equipment is inoperable.
- If a Contractor's operator is responsible for damages to equipment or attachments, the Contractor shall assume responsibility.

Site Visits and/or Statement of Work:

- Agencies will issue a statement of work (SOW) to the selected Contractor in the county where work is being requested. Individual projects shall be awarded to the Contractor who is able to provide the services requested for the lowest cost within the timeframe of the project requirements. SOW specific requirements may include but are not limited to:
  - Operator and Equipment availability to meet project timeline
    - Potential for weekend scheduling requirements
  - Ability to meet equipment hygiene requirements
  - Ability to work within the requirements of the worksite
    - Public may be present during work hours
    - Worksite may be remote
    - Work may be weather dependent (delays in project due to unforeseen, inclement weather shall not result in additional charges to the State)
- Agencies will determine whether or not a representative is needed at the time of delivery and/or pick up or at certain times during the project. The agencies will determine other agency involvement prior to the engagement of services including but not limited to:
  - Supplemental equipment or tools to be provided by the agency
  - Materials to be supplied by the agency
  - Coordinating with other agencies regarding shared trails, lots, etc.
    - Determination of closures or detours
  - Engagement with the public during operations

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

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The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. **SITE VISITATION:**

Prior to work starting, it is the Contractor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

6. **USAGE REPORTING:**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jesse Wilcox and sent electronic to Jesse.G.Wilcox@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2817-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

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Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

8. **NON-EXCLUSIVE CONTRACT:**

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

9. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

10. **CONFIDENTIALITY & CRIMINAL RECORD:**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

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EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

The Contractor hereby agrees to provide Equipment Rental with Operator services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $464,053.32; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

12. PRICING STRUCTURE:

Equipment Type	Hourly Rate	Attachments / Provisions
5 Metric Ton Rubber Tracked Excavator	$ 125.00	Thumb, 4way Blade, Digging/Ditching Bucket
5 Metric Ton Rubber Tracked Excavator	$ 200.00	Thumb, 4way Blade, Brontosaurus Mulching Head, Tree Shear, Dangle Felling Grapple Saw
16 Metric Ton Tracked Excavator	$ 200.00	Thumb, 5' Tilt Grading Bucket
16 Metric Ton Tracked Excavator	$ 300.00	Brontosaurus Mulching Head, Tree shear
Mini Excavator	$ 200.00	Felling Shear
Tractor, 30 to 60 HP	$ 125.00	6' Rotary Bushhog, Bottom Plow, Grader Box, Harrow, Disc Harrow, Cone Spreader, 6" PTO Chipper, Front Grapple, 8' Landscape Rake
Tractor, 60 to 80 HP	$ 175.00	8' Rotary Bushhog, Stump Grinder, Bottom Plow, Grader Box, Harrow, Disc Harrow, Cone Spreader, 6" PTO Chipper, Front Brush Grapple, Front Log Grapple, Rear Skidding Grapple, 8' Landscape Rake
Grapple Skidder	$ 200.00	None
Tree Shear	$ 300.00	None
Tracked Skidsteer	$ 185.00	Mulching Head, Rotary Mower, Harley Rake

13. PRICING ADJUSTMENT:

Yearly, on the anniversary of the contract, the Contractor may request that the hourly rates of the contact be increased. The increase amount shall not exceed 5% of the previous year's hourly rates. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid prices at the time of the bid.

Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price

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increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Equipment deliveries shall be made in order to arrive at the designated destination at a time determined by the agency representative or project manager.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

14. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

15. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

Contractor Initials JM

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EXHIBIT D - RFB 2817-24

RFB #2817-24 is incorporated here within.

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Date 5/21/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials JM

Date 5/21/24

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MARTIN FORESTRY CONSULTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **649771**

Certificate Number: **0006693214**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2024.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Jon Martin, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Martin Forestry Consulting, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 5-22-2024

ATTEST: OWNER
(Name & Title) JON MARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Fountain-Barach Agency
116 Main Street
PO Box 1330
Ashland, NH 03217

CONTACT NAME: Amanda Thompson
PHONE (A/C, No, Ext): 603-968-3335 FAX (A/C, No): 603-968-3365
E-MAIL ADDRESS: Amanda.Thompson@American-National.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Farm Family Casualty Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Martin Forestry Consulting LLC
PO Box 89
New Hampton, NH 03256

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			2801X0135	01/11/2024	01/11/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2801W0864	01/19/2024	01/19/2025	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Landscape/Gardening
Tree Care
State(s) Covered: NH
Excluded Officer - Jon Martin

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capitol Street Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Fountain

Verified by pdfFiller 03/10/2023

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 1-12-2024

Company Name: Martin Forestry Consulting, LLC
Address: PO Box 89, New Hampton, NH 03256

To: Point of Contact: **Andrea Olsson**
Telephone: (603)-271- 7272
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: **Heavy Equipment Rental and Operator Services**
Bid Number: **2817 -24**
Bid Posted Date (on or by): **December 15, 2023**
Bid Closing Date and Time: **January 16, 2024 @ 10:00 AM (EST)**
Dear **Ms. Olsson:**

(Insert name of signor) Jon Martin, on behalf of Martin Forestry Consulting, LLC (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2817-24** for Heavy Equipment Rental and Operator Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature _____ **Authorized Signor's Title** Owner

Contractor Initials JM
Date 1/12/24

REQUEST FOR BID FOR HEAVY EQUIPMENT RENTAL and OPERATOR SERVICES FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for heavy equipment rental AND a contract for heavy equipment rental to include operator services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Andrea Olsson at Andrea.I.Olsson@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is: https://apps.das.nh.gov/bidscontracts/bids.aspx.

Contractor Initials JM
Date 1/12/24

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

12/15/2023	Bid Solicitation distributed on or by
01/09/2023	Last day for questions, clarifications, and/or requested changes to bid
01/16/2024	10:00 AM (EST) Bid Closing
03/01/2024	Implementation of Contract

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:
The term of the contract shall commence on March 1, 2024 or upon signature by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:
Equipment Rental Only:
It is the State's intention to enter into multiple contracts to ensure statewide availability for multiple projects. The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by equipment, location, and availability. Agencies will engage with the lowest cost Vendor who is able to provide the requested piece of equipment. If a Vendor is unable to provide that equipment for the time period requested, the agency will engage with the next lowest cost vendor who is able to provide the equipment for the requested time period. Agencies will select the Vendor who is able to meet both the equipment and availability needs for each project.

Contractor Initials JM
Date 1/12/24

It is not required to bid on all equipment or all counties to be considered for award. You may bid on both contract opportunities if you are able to meet the criteria established in this RFB for each section.

Equipment Rental with Operator Included:
It is the State's intention to enter into multiple contracts to ensure statewide availability for multiple projects. The award will be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by equipment, location, and availability. The hourly rate shall include the labor cost of the operator and the operating costs of the equipment. Requesting agencies will engage with the lowest cost Vendor who is able to provide the equipment and operator. If this Vendor is unable to provide services for the time period requested, the agency will engage with the next lowest cost Vendor who is able to provide services for the requested time period. Agencies will select the Vendor who is able to meet both the service requirements and availability needs for each project.

It is not required to bid on all equipment or all counties to be considered for award. You may bid on both contract opportunities if you are able to meet the criteria established in this RFB for each section. You may bid on both contract opportunities if you are able to meet the criteria established in this RFB for each section. It is the State's intent to enter into multiple contracts to ensure statewide availability for multiple projects.

The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor(s) shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as

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confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:
The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall

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insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

PRICE ADJUSTMENTS:

Equipment Rental Only:

Bid prices for equipment rental shall remain firm and fixed for the term of the contract. Yearly, on the anniversary of the contract, the successful Vendor(s) may request that the delivery rates of the contract be increased. The increase amount shall not exceed 5% of the previous year's delivery rates. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid.

Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid or terminated as deemed appropriate by the State. Failure to agree on renewal terms will not prohibit Vendor from bidding during the next open bid.

Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Deliveries shall be made in order to arrive at the designated location at a time determined by the requesting agency.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Equipment Rental with Operator Included:

Yearly, on the anniversary of the contract, the successful Vendor(s) may request that the hourly rates of the contact be increased. The increase amount shall not exceed 5% of the previous year's hourly rates. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid prices at the time of the bid.

Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Equipment deliveries shall be made in order to arrive at the designated destination at a time determined by the agency representative or project manager.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

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At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all equipment, services and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Andrea Olsson and sent electronic to Andrea.I.Olsson@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services Provided/Equipment Rented, (showing the manufacturer and the final cost.)
- Total Cost of all Services Provided/Equipment Rented. Ability to sort by agency/eligible participant.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any equipment delivery and/or services; the agency shall receive the equipment and/or services ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding equipment and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor(s) shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://apps.das.nh.gov/bidscontracts/bids.aspx*.

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It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

For equipment rental with operator- Prior to work starting, it is each successful Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

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SCOPE OF SERVICES:
Vendor shall supply all labor, tools, transportation, materials, equipment, permits, licenses and certifications as necessary and required to perform services as described herein.

RENTAL EQUIPMENT DELIVERY ONLY:
Equipment Delivery:

- Individual agencies will contact the successful Vendor(s) to schedule a delivery date, time, and location. An agency representative may request to be present at the time of delivery. If for any reason, the Vendor(s) is unable to adhere to the delivery timeline, they will notify the requesting agency no less than one (1) business days prior to the time of delivery to reschedule.

- Equipment will be delivered fully fueled, in good working order and free of dirt, debris and other foreign matter. Certain locations may require equipment to be fully cleaned to avoid the spread of invasive species of vegetation.

- Successful Vendor(s) will take equipment off delivery trailer and provide agency representative with any necessary information or instructions prior to leaving the drop off location.

- Upon delivery, the Agency representative and delivery person will complete an assessment of existing damage to the equipment and document any findings so the State will not be held responsible for these damages.

- Delivery equipment (truck and trailer) must be removed from delivery site after equipment drop off.

Equipment Pick-up:

- Agencies will contact the successful Vendor(s) when the project is complete, and the equipment is ready to be picked up. The successful Vendor(s) will pick up equipment no later than two (2) business days after receiving notification that the project is complete.

- The returning agency will ensure the equipment is re-fueled to the same level as upon receipt.

- Agency will return equipment free of large debris and in good working order.

- Successful Vendor will reload equipment onto the trailer and may request the presence of the requesting agency upon pick-up.

Equipment Maintenance/Equipment Failure:

- The requesting agency will be responsible for the routine maintenance and refueling as necessary for the duration they are renting the equipment.
  - Routine maintenance up to and including:
    - Checking all fluid levels and refilling if necessary
    - Greasing all fittings

- If the equipment breaks down during the rental agreement period, the successful Vendor(s) will be responsible for providing a repair technician and services at no extra cost to the State.

- If equipment becomes inoperable by no fault of the State, the State will expect an adjusted invoice to account for the time the equipment was non-functioning. This shall be equivalent to the daily rental rate of the equipment, each day, until the equipment is working properly. If the equipment is inoperable for less than a full day a credit amount shall be determined by using the following formula:

  - Daily equipment rental rate/8 hours * number of hours equipment inoperable = amount credited for non-functioning equipment
  - For example:
    - $100.00 per day/8 hours * 6 hours inoperable = $75.00 credit on rental invoice
- If equipment damages occur due to blatant misuse of equipment by the State, the vendor will not be held responsible.

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Vendor is encouraged to provide additional equipment and rates not represented on the Offer Sheet that may be useful to the State for maintaining or repairing woods roads, trails, stream crossings, and other property infrastructure or wildlife habitat work. These will not be considered for the purpose of award but will be represented on any resultant contract(s).

EQUIPMENT RENTAL WITH OPERATOR INCLUDED:

Equipment Delivery:

- Individual agencies will contact the successful Vendor(s) to schedule a delivery date, time, and location. An agency representative will be present at the time of delivery. If for any reason, the Vendor(s) is unable to adhere to the delivery timeline, they will notify the requesting agency no less than three (3) business day prior to the time of delivery to reschedule.
    - If an equipment operator is unable to work at the time and location scheduled, the successful Vendor will contact the requesting agency as soon as possible to reschedule the operator or will provide an alternate operator as soon as practicable and agreeable to the requesting agency.
- Equipment will be delivered fully fueled, in good working order and free of dirt, debris and other foreign matter. Certain locations may require equipment to be fully cleaned to avoid the spread of invasive species of vegetation.
- Equipment operator will be responsible for the safe loading and unloading of the equipment and ensure the equipment is utilized according to equipment operating manuals.
    - Parking of delivery equipment (truck and trailer)
        - Parking is typically allowed at the work sites and the successful Vendor will confirm the exact location prior to arrival at the work site. The requesting agency may indicate parking with signage, traffic cones, survey tape, etc.
        - If parking is not allowed on the work site, the requesting agency will notify the successful Vendor and provide alternative parking solutions.

Equipment Pick-up:

- Equipment operator shall remove the equipment from the work site no more than 24 hours after the completion of the project. All other arrangements shall be made in advance with the requesting agency's project manager.
- The successful Vendor(s)'s operator will be responsible for ensuring the equipment is refueled and returned in good working order as specified by the successful Vendor's policies.
- The successful Vendor shall be responsible for ensuring the entire work site is finished to the requesting agency's satisfaction and all tools, tie downs, etc. have been removed from the area.

Equipment Maintenance/Equipment Failure:

- If an equipment operator is provided, the operator will be responsible for the routine maintenance as well as re-fueling the equipment as necessary. This will be at no additional charge to the State.
- The operator will be responsible for any repairs as a result of equipment breakdown while at the job site. Repairs shall be done at no additional cost to the State. If equipment is inoperable for more than one business day, the State will expect an adjusted invoice to account for the time the equipment non-functioning. This rate shall be equivalent to the hourly rental rate provided in the offer section for the number of hours the equipment is inoperable.
- If a Vendor's operator is responsible for damages to equipment or attachments, the Vendor shall assume responsibility.

Site Visits and/or Statement of Work:

- Agencies will issue a statement of work (SOW) to the selected vendor in the county where work is being requested. Individual projects shall be awarded to the Contractor who is able to provide the services requested for the lowest cost within the timeframe of the project requirements. SOW specific requirements may include but are not limited to:
    - Operator and Equipment availability to meet project timeline
        - Potential for weekend scheduling requirements
    - Ability to meet equipment hygiene requirements
    - Ability to work within the requirements of the worksite

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        - Public may be present during work hours
        - Worksite may be remote
        - Work may be weather dependent (delays in project due to unforeseen, inclement weather shall not result in additional charges to the State)
    - Agencies will determine whether or not a representative is needed at the time of delivery and/or pick up or at certain times during the project. The agencies will determine other agency involvement prior to the engagement of services including but not limited to:
        - Supplemental equipment or tools to be provided by the agency
        - Materials to be supplied by the agency
        - Coordinating with other agencies regarding shared trails, lots, etc.
            - Determination of closures or detours
        - Engagement with the public during operations

ADDITIONAL REQUIREMENTS:
Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances or other property infrastructure including but not limited to woods roads, trails, stream crossings, parking areas, etc. when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS:
The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

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OBLIGATIONS AND LIABILITY OF THE VENDOR:
The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:
Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted in the offer section, in complete accordance with the general and detailed specifications included herewith.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

See Offer Sheet for EQUIPMENT RENTAL ONLY: Attachment 1
See Offer Sheet for EQUIPMENT RENTAL WITH OPERATOR INCLUDED: Attachment 2

Bidders may complete one or both offer sheets, as applicable to their business. If bidding on BOTH opportunities, please submit the completed Bid Transmittal Letter, Initialed RFB Document and Vendor Contact Information for BOTH Offer Sheets.

VENDOR CONTACT INFORMATION:
Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

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Jon Martin	603-630-3128	
Contact Person	Local Telephone Number	Toll Free Telephone Number

martinforestry@gmail.com	
E-mail Address	Company Website

Martin Forestry Consulting, LLC	PO Box 89, New Hampton, NH 03256
Vendor Company Name	Vendor Address

DELIVERY LOCATIONS:
If you are awarded a contract you are expected to deliver to all locations within the counties that you bid on.

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form

Attachment 1: Offer Section for EQUIPMENT RENTAL ONLY
Attachment 2: Offer Section for EQUIPMENT RENTAL WITH OPERATOR INCLUDED

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 223 131 384 060
Passcode: UQFs4v
Download Teams | Join on the web
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 117 999 671 3
Alternate VTC instructions
Or call in (audio only)
+1 603-931-4944,,610855687# United States, Concord
Phone Conference ID: 610 855 687#
Find a local number | Reset PIN
Learn More | Meeting options

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ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

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to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 1/12/24

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: January 4, 2024

ADDENDUM # 01 TO BID INVITATION 2817-24

DATE AND TIME OF BID CLOSING: 1/16/2024 10:00 AM

FOR: Heavy Equipment Rental and Operator Services

Question 1: There is an equipment category for 30-60 hp tractor with a 6 ft. rotary bush hog. It takes a 45 hp tractor to run a 6 ft bush hog; a 30-40 hp typically runs a 5 ft mower, likewise a 60-80 hp tractor could run a 7-8 ft brush hog. I run a 35 hp tractor with a 5 ft rotary bush hog. As the quote is written, I am not sure if I can bid on this.

State Response: The State will allow bidders to modify the capacities and/or capabilities in the Equipment Rates and Attachment Rates tabs of the Offer Sheet provided they are highlighted for visibility and the originally requested information is struck through and not deleted entirely.

For example:

Tractor	**~~30-60 HP~~ 35 HP**
~~6' Rotary Bush Hog~~ 5' Rotary Bush Hog	

The State will determine if the modified equipment provided in the bid will meet the needs of the utilizing agencies needs.

Question 2: On the Equipment and Attachment Rates; am I correct that if my rate is $50/hr I would enter $400 for a daily rate? Weekly rate would be $/hr x 40 hrs? And monthly rate would be 4/hr x 8 hr x 28?
State Response: There are <u>two (2)</u> separate Offer Sheets for this RFB:

Attachment 1: EQUIPMENT RENTAL ONLY – This offer sheet requires daily, weekly, and monthly rates to be entered. There are no hourly rates for this offer sheet.
Attachment 2: EQUIPMENT RENTAL WITH OPERATOR INCLUDED – This offer sheet requires hourly rates only.

Question 3: Does the State require the first page of the bid filled out and all pages initialed? Is that all the State requires for the bid?
State Response: The state requires that the bid transmittal letter be filled out in its entirety and each page of the bid be initialed and dated by the bidder. This shall be submitted to the State along with the completed Offer Section no later than the closing date and time specified above.

Question 4: When should an equipment list with rates be submitted?
State Response: The completed offer section must be completed and submitted as part of the bid. Any separate equipment (not listed on Offer Sheet) should be submitted with the rest of the bid documents. The entire package should be submitted prior to the closing date and time specified above.

Question 5: What happens if your equipment changes within the 3-year contract period?
State Response: The State understands that equipment may be replaced by newer makes and models

throughout the contract period. As long as the new equipment has the same size, capability and functionality and rental price as the old equipment, the State will accept these changes. If the equipment change would require a change in price, the State will be unable to accommodate that change.

Question 6: Is there a way to update the equipment list if a piece of equipment were added or removed from the bidder's inventory?
State Response: Equipment rented that is not on the original contract will be considered available as a "balance of product line" under the contract. Ideally these will be identified as additional equipment accompanying the Bid and Offer Sheet. If a piece of equipment is on a contract and the bidder no longer carries the equipment, it may be removed from the Notice of Contract, indicating to agencies that the equipment is no longer available.

PURCHASING AGENT: ANDREA OLSSON
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Martin Forestry Consulting, LLC

ADDRESS: PO Box 89, New Hampton, NH 03256

PRINT NAME: Jon Martin SIGNATURE:

TEL. NO. 603-630-3128 EMAIL ADDRESS: martinforestry@gmail.com

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

RFB 2817-24 HEAVY EQUIPMENT RENTAL with OPERATOR OFFER SHEET

It is not required to bid on all equipment or all counties to be considered compliant. Hourly rates shall be inclusive of equipment and operator and equipment transportation. Rates shall be inclusive of potential weekend and holiday work, but the majority of work will take place M-F, 7:30am-4:00pm

Equipment Model	Equipment Type	Equipment Capacity	Est. Usage (Hours)	Hourly Rate	Total	Attachments/Provisions
5 Metric Ton	Rubber Tracked Excavator	24" Bucket	1280	$125.00	$160,000.00	Thumb, 4-way Blade, Digging/Ditching Bucket
5 Metric Ton	Rubber Tracked Excavator		1280	$200.00	$256,000.00	Thumb, 4-way Blade, "Brontosaurus" Mulching Head, Tree Shear, Dangle Felling Grapple Saw
7 Metric Ton	Tracked Excavator		1280		$0.00	20" to 24" Mulching Head, Digging/Ditching Bucket
13 Metric Ton	Tracked Excavator	.75 yd	1280		$0.00	Thumb, Blade, 4' Ditching Bucket, "Brontosaurus" Chipping Head, Mulching Head, Stump Grinder, Tree Shear
16 Metric Ton	Tracked Excavator	1 yd	1280		$0.00	Thumb, Blade, 4' Ditching Bucket, "Brontosaurus" Chipping Head, Mulching Head, Stump Grinder, Tree Shear
16 Metric Ton	Tracked Excavator	1 yd	1280	$200.00	$256,000.00	Thumb, 5' Tilt Grading bucket,
16 Metric Ton	Tracked Excavator		1280	$300.00	$384,000.00	"Brontosaurus" Mulching Head, Tree Shear
25 Metric Ton	Tracked Excavator	2 yd	1280		$0.00	Thumb, 6' ditching bucket, Mulching Head, Stump Grinder, Tree Shear
	Excavator	5-8 yd	1280		$0.00	NONE
	Mini Excavator		1280	$200.00	$256,000.00	Felling Shear
	Dozer	80hp to 100hp	1280		$0.00	2yd to 3yd blade
	Dozer	180hp to 200hp	1280		$0.00	5yd to 7.5yd blade
	Wheel Loader	1yd to 3yd	1280		$0.00	NONE
	Wheel Loader	3 yd to 4yd Bucket	1280		$0.00	NONE
	Wheel Loader	4.5 yd to 5.5yd Bucket	1280		$0.00	NONE
	Vibrating Roller	10T	1280		$0.00	NONE
	Vibrating Roller	16T	1280		$0.00	NONE
Equipment Model	Equipment Type	Equipment Capacity	Est. Usage	Hrly Rate	Total	Attachments/Provisions
	Dump Truck (10 wheel?)	16y to 18yd	1280		$0.00	NONE
	Dump Truck	12y to 14yd	1280		$0.00	NONE
	Dump Truck (6 wheel?)	3yd to 5yd	1280		$0.00	NONE
	Tracked dump truck	4.5yd	1280		$0.00	Rotating dump body
	Tracked dump truck	6.5yd	1280		$0.00	Rotating dump body
	Low bed	55 ton	1280		$0.00	NONE
	Tow behind Rock Rake	10'	1280		$0.00	Include pickup to tow rake

	Grader	14' Moldboard	1280		$0.00	4 wheel drive or all wheel drive
	Grader	13' Moldboard	1280		$0.00	4 wheel drive or all wheel drive
	Boom mower	80 to 99 HP 18' to 20' Reach	1280		$0.00	4' Rotary Head mower
	Boom mower	100 HP 20' Reach	1280		$0.00	4' Rotary Head mower
	Boom mower	60 to 80 HP 16' to 18' Reach	1280		$0.00	4' Flail Head mower
	Tractor	30 to 60 HP	1280	125	$160,000.00	6' Rotary Bushhog, Bottom Plow, Grader Box, Harrow, Disc Harrow, Cone Spreader, 6" PTO chipper, Front Grapple, 8' landscape rake
	Tractor	60 to 80 HP	1280	175	$224,000.00	8' Rotary Bushhog, Stump Grinder, Bottom Plow, Grader Box, Harrow, Disc Harrow, Cone Spreader, Front Brush Grapple, Front Log Grapple, Rear Skidding Grapple, 8' landscape rake
	Tractor	60 to 80 HP	1280		$0.00	6' Adjustable Ditch Mower, Flail Mower, Rototiller, Bottom Plow, Grader Box, Harrow, Disc Harrow, Spreader, Front-Mounted Mower, Side-Mounted Mower, Pull Behind Mower
Equipment Model	**Equipment Type**	**Equipment Capacity**	**Est. Usage**	**Hrly Rate**	**Total**	**Attachments/Provisions**
	Wheel Tractior w/Backhoe	1 yd	1280		$0.00	NONE
	Backhoe	HP79	1280		$0.00	NONE
	Boom Truck	60' Reach	1280		$0.00	NONE
	Rock Crusher	12" Jaw	1280		$0.00	To include 2 pieces of equipment to feed and take material away
	Rock Crusher	36" Cone	1280		$0.00	To include 2 pieces of equipment to feed and take material away
	Vibratory Box Screen	5yd	1280		$0.00	To include 2 pieces of equipment to feed and take material away
	Feller Buncher		1280		$0.00	Hi-Flow rotating head
	Forwarder		1280		$0.00	NONE
	Grapple Skidder		1280	200	$256,000.00	NONE
	Hydraulic Crane	40 Ton	1280		$0.00	Rigging
	Hydraulic Crane	100 Ton	1280		$0.00	Rigging
	Tree Shear		1280	300	$384,000.00	NONE
	Tracted Skidsteer	1/2-2 yd	1280	185	$236,800.00	Mulching Head, Rotary Mower, Harley Rake
	Skidsteer		1280		$0.00	Front Mounted Mowing Deck
	Welder		1280		$0.00	NONE

Please use an "X" to indicated the Counties you would like to bid on.									
Rockingham	Hillsborough	Merrimack	Cheshire	Sullivan	Belknap	Strafford	Carroll	Grafton	Coos
X	X	X			X	X	X	X	X

"Vendor is encouraged to provide additional equipment and rates (balance of product line) not represented on the Offer Sheet that may be useful to the State for maintaining or repairing woods roads, trails, stream crossings, and other property infrastructure or wildlife habitat work. These will not be considered for the purpose of award but will be represented on any resultant contract(s). Balance of product line discount offered is ____% off regular hourly rental rates. "