



**CITY OF SANDPOINT
REQUEST FOR PROPOSAL
Instructions to Proposers
RFP NO. 20-3452-1
COMPACT WHEEL LOADER**

ARTICLE 1 - PURPOSE

The City of Sandpoint is issuing this Request for Proposals (RFP) for the procurement of one, (1), **COMPACT WHEEL LOADER, 2014 Model Year or Newer** as further detailed in the Specifications in Exhibit A.

ARTICLE 2 – DEFINED TERMS

Terms used in these Instructions to Bidders have the following meanings:

Addenda—Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Proposal Requirements or any proposed Contract Documents.

Proposal—The offer or proposal of a Responder submitted on the prescribed form setting forth the prices for the equipment to be procured.

Responder—The individual or entity who submits a Proposal directly to Owner.

Bidding Documents—The Request for Proposal (including all Addenda).

City – City of Sandpoint

ARTICLE 3 – COPIES OF REQUEST FOR PROPOSAL DOCUMENTS

3.01 Complete sets of the Request for Proposal Documents may be obtained from the Issuing Office, City of Sandpoint, website at: <http://www.sandpointidaho.gov/doing-business/bids-and-rfps> or at the other locations identified in the Advertisement for Proposals.

3.02 Complete sets of Request for Proposal Documents shall be used in preparing Proposals; City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of request for Proposal Documents.

ARTICLE 4 - TIMELINES

SUBMITTAL DEADLINE: Sealed Proposals are due to the City not later than **2:00:00 PM PST on Thursday, December 19, 2019.**

Sealed proposals shall be submitted via US Mail or other delivery method or hand deliver to:

City of Sandpoint, City Clerk
1123 Lake Street
Sandpoint, Idaho 83864

ARTICLE 5 - QUESTIONS AND CONTACT INFORMATION:

All questions regarding this RFP are to be submitted in writing via email to Cheryl Hughes, Contract/Procurement Officer at chughes@sandpointidaho.gov. All questions must be submitted by

2:00:00 PM PST on Monday, December 16, 2019 in order to provide/post a timely response for the benefit of all potential responders.

ARTICLE 6 – PREPARATION OF PROPOSAL

- 6.01 The required Proposal Form is included with the Bidding Documents, Exhibit B.
- 6.02 All blanks on the Proposal Form shall be completed in ink and the Pricing Form signed. Erasures or alterations shall be initialed in ink by the person signing the Pricing Form. A Proposal price shall be indicated for each item listed therein.
- 6.03 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 6.04 A Proposal by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 6.05 A Proposal by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 6.06 A Proposal by an individual shall show the Bidder's name and official address.
- 6.07 A Proposal by a joint venture shall be executed by each joint venturer in the manner indicated on the Pricing Form. The official address of the joint venture shall be shown. Include evidence of authority to sign.
- 6.08 All names shall be printed in ink below the signatures.
- 6.09 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Pricing Form.
- 6.10 Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.

ARTICLE 7 – SUBMITTAL OF PROPOSAL:

- 7.01 A responder shall furnish one bound copy of the Proposal Form, including any attachments.
- 7.02 A Proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Proposal title (and, if applicable, the designated portion of the Proposal for which the Proposal is submitted), the name and address of Responder, and shall be accompanied by the Bid security, if applicable, and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be

enclosed in a separate package plainly marked on the outside with the notation "PROPOSAL ENCLOSED." A mailed Proposal shall be addressed to City Clerk, City of Sandpoint, 1123 Lake Street, Sandpoint, ID 83864. It is the Responder's sole responsibility to ensure that its Proposal is delivered to the location of the Proposal opening at the appointed place and time.

ARTICLE 8 – MODIFICATION AND WITHDRAWAL OF PROPOSAL

- 8.01 A Proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time for the opening of Proposals.
- 8.02 Relief from Proposals. (a) If an awarding authority for the public entity determines that a Responder is entitled to relief from a Proposal because of mistake, the authority shall prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting proposals. (b) A Responder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the Proposal and have any Bid Security returned by the public entity, if applicable. Responders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security (if applicable). Responders failing to execute a Contract or delivering goods and not satisfying the conditions of a mistake shall also forfeit any Bid Security, if applicable.
- 8.03 Grounds for Relief. The Responder shall establish to the satisfaction of the public entity that:
- a) A clerical or mathematical mistake was made;
 - b) The Responder gave the public entity written notice within five (5) calendar days after the opening of the proposals of the mistake, specifying in the notice in detail how the mistake occurred; and
 - c) The mistake was material.

ARTICLE 9 – PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE:

- 9.01 All Proposals will remain subject to acceptance for the period of time stated in the Pricing Form, but City may, in its sole discretion, release any Proposal and return the Bid security prior to the end of this period, if applicable.

ARTICLE 10 – EVALUATION OF BIDS AND AWARD OF CONTRACT:

- 10.01 City reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals.
- 10.02 More than one Proposal for the same specifications from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Responder has an interest in more than one Proposal for the Proposal specifications may be cause for disqualification of that Responder and the rejection of all Proposals in which that Responder has an interest.
- 10.03 In evaluating Proposals, City will consider whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

10.04 If the Purchase Order is to be awarded, City will award the Purchase Order to the qualified Responder submitting the most responsive proposal with the best value to the City. The most responsive Proposal will be determined by the City.

10.05 The anticipated schedule for this sale is as follows:
 Anticipated Notice of Intent to Award – December 20, 2019
 Anticipated City Council Approval – January 2, 2020
 Anticipated Award Date/Notice to Proceed – January 16, 2020

ARTICLE 11 - AWARD BASIS

Award, if made, will be made to the Proposal that presents the best value to the City. The City reserves the right to consider Idaho State Contracts or other competitive government procurement as a response to this RFP. The City will issue an Intent to Award and once City Council approves the award, a Purchase Order will be issued.

No liability will be assumed by the City for a Responder’s failure to obtain the terms and conditions and any properly issued solicitation addenda in a timely manner for use in response to this solicitation or any other failure by the vendor to consider the terms, conditions, and any addenda in the vendor's response to this solicitation.

Responses to this RFP will be evaluated and ranked by a Review Committee. Selection will be based on the RFP and the following point criteria (100 points total):

- | | | |
|----|---|-------------|
| 1. | SUBMITTED ALL REQUIRED DOCUMENTS | (PASS/FAIL) |
| 2. | MET ALL REQUIRED MINIMUM SPECIFICATIONS | (PASS/FAIL) |
| 3. | EQUIPMENT CONDITION/ SPECIFICATIONS | (20 points) |
| | (Equipment condition will be evaluated based upon enclosed photos and technical information provided with proposal. The City reserves the right to physically inspect and verify the condition of the equipment.) | |
| 4. | DELIVERY SCHEDULE | (10 points) |
| 5. | PRICE PROPOSAL | (70 points) |

Section 5 will be evaluated as follows:

PRICE PROPOSAL: Provide a Lump Sum, Price Proposal. The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows:

$$(\text{Lowest Proposal Price} / \text{Proposal Price}) \times 70$$

Lowest Price will receive a score of 70

Example: Proposal Price A = \$120,000, Lowest Proposal Price = \$100,000

$$(\$100,000 / \$120,000) \times 70 = \text{Score of } 58.33 \text{ points}$$

The City reserves the right to add up to 10 additional points for exceeding the minimum required specifications.

ARTICLE 12 - PROPOSAL REQUIREMENTS:

Proposal shall include detailed equipment specifications meeting the City's minimum requirements as outlined in *Exhibit A, Specifications*; itemized price proposal covering all costs, including all license, fees, and/or shipping costs to FOB Sandpoint, Idaho; multiple clear photos of equipment being proposed; warranty information, if applicable; and the earliest fabrication and delivery lead time. Responder must acknowledge and reference all Addenda posted to this RFP on Exhibit B, Proposal Form.

**City of Sandpoint is exempt from Idaho State Sales Tax – per Idaho State Tax Commission.

The City reserves the right to reject any or all proposals, portions or parts thereof and to waive all minor irregularities in proposals. Special attention will be directed to the qualifications of the responders when considering responses and making an award.

ARTICLE 13 - PROTESTS TO OWNER:

13.01 Prior to a submission of a protest relating to or arising from the solicitation for Proposals, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

13.02 Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of Paragraph 13.03 of this section may be grounds for dismissal of the protest.

13.03 Protests shall include the following information:

- A. Name, address and fax and telephone numbers of the protester;
- B. Solicitation or contract number;
- C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
- D. Copies of relevant documents;
- E. Request for a ruling by the City;
- F. Statement as to the form of relief requested;
- G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
- H. All information establishing the timeliness of the protest.

13.04 All protests filed directly with the City will be addressed to the manager of City or other official designated to receive protests.

13.05 Protests based on alleged apparent improprieties in the Proposal Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before

the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.

13.06 Action upon receipt of protest.

A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.

B. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceeding with award pursuant to paragraph 13.06.A.

C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City.

D. Pursuing a City protest does not extend the time of obtaining a judicial stay, injunction or other remedy.

E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.

F. City protest decisions shall be well-reasoned, and explain the Owner's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

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EXHIBIT A
MINIMUM SPECIFICATIONS

Provide one (1) **COMPACT WHEEL LOADER, 2014 Model Year or Newer**, meeting the following minimum required specifications:

1. Engine: Minimum 100 Gross Horsepower
2. Good or Excellent condition minimal rust and no body damage (if proposing used equipment)
3. Maximum Hours: 5,000 (if proposing used equipment)
4. Controls include a 3rd function valve
5. Quick coupler to connect all attachments
6. Minimum 2.0 cubic yard rated capacity/ bucket attachment
7. Air conditioned and heated cab
8. Pallet fork attachment
9. AM/FM radio
10. Dual tilt and telescope steering
11. Articulating with ride control
12. 12-volt power point system
13. Engine block heater with plug-in
14. Rearview mirrors, 2 outside and 1 inside

Optional Features, excluded from the minimum specifications:

1. Air horn
2. LED lighting
3. Warranty
4. Snow plow attachment – 10 ft. angle snowplow
5. Snow pushing blade - 12 ft. with bolt-on steel cutting edges
6. Angled broom

**EXHIBIT B
PROPOSALFORM
COMPACT WHEEL LOADER**

PROPOSAL DATE: _____

RESPONDER NAME: _____

RESPONDER ADDRESS: _____

RESPONDER PHONE NUMBER: _____

RESPONDER EMAIL: _____

EQUIPMENT YEAR/MAKE/MODEL	EQUIPMENT HOURS	EQUIPMENT CONDITION	DEVIATIONS FROM MINIMUM SPECIFICATION REQUIREMENTS	EQUIPMENT EXTENDED PRICE

OPTIONAL/DESIRED/PREFERRED EQUIPMENT	OPTIONAL/DESIRED/PREFERRED DETAILS	OPTIONAL/DESIRED/PREFERRED PRICING (IF NOT INCLUDED IN EQUIPMENT PRICE ABOVE)

*Use additional pages, as necessary.

DISCOUNT AMOUNT/S (IF ANY): _____

EQUIPMENT DELIVERY LEAD TIME: _____

TOTAL PROPOSAL PRICE, INCLUDING ALL COSTS AND ANY APPLICABLE DISCOUNTS _____

Responder hereby acknowledges Addenda Numbers (if any): _____

SIGNED: _____

DATE: _____

NAME: _____