

**STATE OF IDAHO  
DEPARTMENT OF LANDS**



**GNA MASTICATOR RENTAL**

**REQUEST FOR QUOTE NO. 23-228-171005**

**DUE BEFORE 12:00 PM MT (Mountain Time) ON MARCH 27, 2023**

**STATE OF IDAHO  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTE 23-228-171005**

**GNA MASTICATOR RENTAL**

RESPONSES DUE BEFORE **12:00 PM MT, March 27, 2023**

The purpose of this Request for Quote (RFQ) package is to solicit quotes for two (2) mastication machine rentals as outlined in the attached project description and contract documents.

**QUESTIONS:**

Questions pertaining to RFQ specifications must be submitted in writing via email to Sandra Ramirez at [sramirez@idl.idaho.gov](mailto:sramirez@idl.idaho.gov) by **12:00 PM MT Monday, March 20, 2023**. Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at your own risk. Responses to questions received will be posted as an addendum on the IDL website at [www.idl.idaho.gov](http://www.idl.idaho.gov). Verbal questions will not be accepted.

**INSTRUCTIONS:**

All price quotes must be entered on the attached Schedule A. The signed Schedule A must be returned to the email address listed below. Idaho Department of Lands shall award the contract to the qualified Contractor submitting the lowest responsible and responsive quote. In the case of math errors, the PRICE PER UNIT will be correctly extended, and the corrected TOTAL AMOUNT will be the basis for award.

**RFQ DEADLINE AND DELIVERY REQUIREMENTS:**

Quotes must be received by the Idaho Department of Lands at the email address listed below **before 12:00 PM MT on March 27, 2023**. The Department of Lands is not responsible for undelivered quotes by the RFQ deadline and assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Quote at the time, or to the location, required by the Solicitation. The date and time of electronically received Quotes, to the Idaho Department of Lands email address listed below, will be used to determine if electronically submitted Quotes were received by the due date and time specified. **Hard copies (by mail or courier), hand delivered, faxed or late quotes will not be accepted.**

Email Address:

[sramirez@idl.idaho.gov](mailto:sramirez@idl.idaho.gov)

Subject Line to Read: **Quote for RFQ #23-228-171005 GNA Masticator Rental**

## **IDAHO DEPARTMENT OF LANDS**

### **STANDARD INFORMATION**

#### **ADDENDA**

It will be the respondent's responsibility to check for any addenda prior to submitting a quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a quotation or if failure to give such information would be prejudicial to uninformed respondents.

#### **BURDEN OF PROOF**

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

#### **ORAL INFORMATION**

The State will not be responsible for any verbal or oral information regarding a quote.

#### **DISQUALIFICATION AND AWARD INFORMATION**

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the price quotes are considerably below Department estimates and the other quotes. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

#### **PARTNERSHIPS**

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

## **INTERNAL REVENUE SERVICES REPORTING REQUIREMENT**

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

## **PUBLIC RECORDS**

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

## **WORKERS COMPENSATION INSURANCE**

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

## **PREFERENCES**

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible quote. If the contractor who submitted the lowest quote is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the quote a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

## **REJECTION OF QUOTES AND CANCELLATION OF QUOTE SOLICITATION**

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a quote when: (i) it is in the best interests of the State of Idaho; (ii) the quote does not meet the minimum quote specifications; (iii) the quote is not the lowest

responsible quote; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the quote specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the quote requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all quotes are deemed unreasonable or sufficient funds are not available; (vi) quotes were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho. Pursuant to IDL Procurement Policy No. 13, the right is reserved to engage in negotiations.

### **AWARD PROCEDURES**

IDL will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to IDL a signed copy of the contract along with the required bonding and certificates of insurance. If IDL does not receive such documents within the specified time period, IDL may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

# ATTACHMENT 1

## PROJECT DESCRIPTION

### NPCNF/IPNF Masticator Rental

**SUPERVISORY AREA:** Nez Perce-Clearwater and Idaho Panhandle NF's

#### PROJECT DESCRIPTION:

The intent of the project is to provide two (2) mastication machines to be used by USFS fuels staff to reduce hazardous fuels on the Palouse District of the Nez Perce-Clearwater National Forests as well as the North and Central Zones of the Idaho Panhandle National Forest.

#### SCOPE OF WORK:

Contractor will supply two (2) machines with the specifications listed below to be used for hazardous fuels reduction. Each machine will be delivered by the Contractor at the locations specified below. Contractor will also be responsible for moving machines to new locations at the request of the Contracting Officer Representative (COR). Sufficient notice will be given to the Contractor when moving a machine to a new location is needed; the period of time will be specified during the pre-work meeting which will be scheduled after a Contract award is made.

#### TECHNICAL SPECIFICATIONS:

The minimum technical specifications of the desired equipment are as follows:

Rubber tracked Compact track Loader w/Forest Mulcher Head (masticator)

- Engine:
  - 110 hp/Diesel.
  - Variable speed/reversible cooling fan (due to the amount of debris that can accumulate during operations)
- Ground Pressure:
  - <4.7 PSI at operating weight to minimize soil damage
- Hydraulics:
  - High Flow Aux Hydraulics
  - > 40gpm capacity and >3500psi
- Track:
  - >18" rubber track to enhance traction on steeper ground
- Undercarriage Suspension:
  - 2 Independent torsion axles
- Cab:
  - Joystick Control
  - All-weather cab with heat and air conditioning
  - Level 2 FOPS protection and forestry spec ROPS/OPS or equivalent
  - Rearview camera w/cab mounted monitor

- Forestry Mulcher head
  - Horizontal Drum w/carbide teeth
  - Working Width 61" (minimum) (BH74SS)
  - Push Bar w/serrated ears

### **PRE-WORK MEETING:**

Upon award of a Contract to a successful offeror, a pre-work meeting will be scheduled to clarify any questions or concerns as well as determine other details necessary for successful completion of the Contract such as delivery times and dates. The pre-work meeting may be either in-person at a location to be determined after award is made or virtually via Teams or Zoom. The IDL COR will schedule the pre-work meeting after an award is made.

### **DELIVERY/PICKUP LOCATIONS:**

Machines will be delivered to the locations identified on the attached maps. The date and time of the delivery will be determined at the pre-work meeting. Contractor will be notified of the date and location for equipment to be picked up at the conclusion of the Contract.

### **MOVING OF EQUIPMENT:**

Equipment may need to be moved by the Contractor if work in a particular area is completed before the end of the Contract Term. In such cases the Contractor will be given sufficient notice by the Project COR of the proposed date and location for the equipment to be moved. Any moving of equipment will be paid at the rates specified in the attached Schedule A based on actual mileage from site to site. It is anticipated that one move may be required on the Idaho Panhandle National Forest from the original delivery location to a location near Bonners Ferry, ID. At this time, relocation of equipment is not anticipated on the Nez Perce Clear-water National Forest.

### **INDEMNIFICATION FOR LOSS, DAMAGE, OR DESTRUCTION:**

IDL shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement.

### **NOXIOUS WEEDS:**

Prior to entering National Forest System (NFS) lands, all equipment will need to be washed to reduce the risk of transporting noxious weed seeds onto NFS lands. Equipment will require inspection prior to entering NFS lands and is subject to approval of State COR.

### **INSPECTION AND COMPLIANCE:**

Inspections will be conducted by the Contracting Officer's Representative (COR), or other State employees under direction of the COR. Inspection criteria will be based on compliance with contract requirements and specifications listed in the Project Description.

### **ANTICIPATED STARTING DATE & ESTIMATED TIME FOR COMPLETION:**

Mobilization of equipment to the projects sites is anticipated in June of 2023 and may commence after the Contractor has received a signed copy of the contract and has had a pre-work conference with the COR. Equipment will be utilized for two (2) months on the Idaho Panhandle National Forest and three (3) months on the Nez Perce-Clearwater National Forests unless the COR grants approval in writing. The contract will terminate one year from the effective date.

### **CONTRACT ADMINISTRATION:**

Contractor is responsible for compliance with the terms of the Project Description. Any variations from what is stated in the Project Description must be approved by the IDL Contracting Officer Representative.

The Contracting Officer Representative (COR) for IDL for this contract will be Chase Bolyard. The COR will administer the contract as required in all specifications.

Disputes between the COR and the Contractor will be resolved by the IDL Contracting Officer.

The COR has the following authority in addition to that delegated in other portions of the contract:

- Resolve disputes between the COR and the Contractor.
- Resolve disputes between the USFS COR and the Contractor.
- Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
- Process invoices for payment.

The Contracting Officer Representative (COR) for the Idaho Panhandle National Forest will be Luke Smith or Kyle Mann.

The COR has the following authority in addition to that delegated in other portions of the contract:

- Decide questions of fact arising in regard to quality and acceptability of work performed.
- Make recommendations to IDL for invoice payment.



The Contracting Officer Representative (COR) for the Nez Perce-Clearwater National Forests will be Doug Colaprete.

The COR has the following authority in addition to that delegated in other portions of the contract:

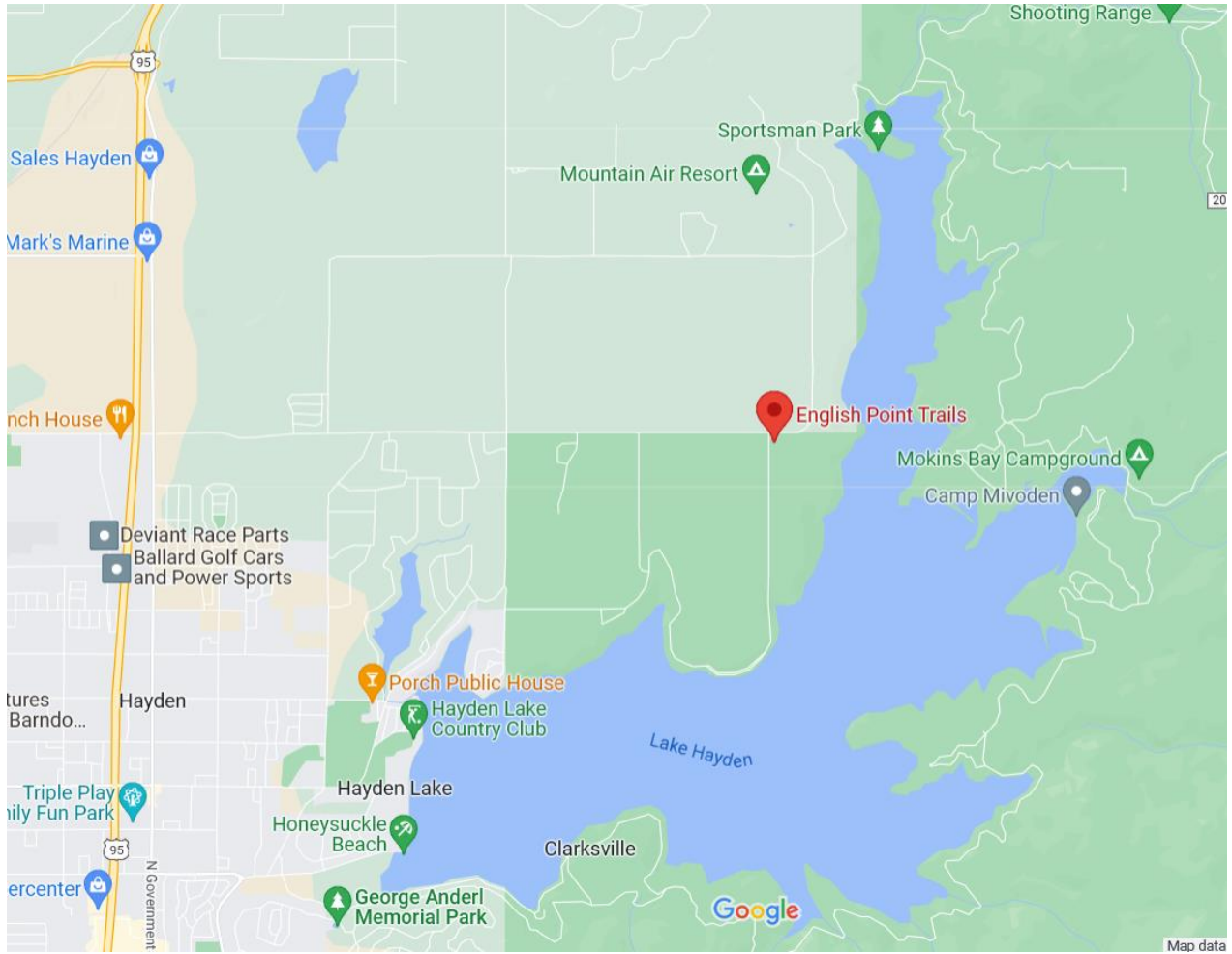
- Decide questions of fact arising in regard to quality and acceptability of work performed.
- Make recommendations to IDL for invoice payment.

COR's may elect to identify a Project Inspector to act on their behalf if they are unavailable. Project Inspectors will be identified at the pre-work meeting or as needed with notification given to the Contractor.

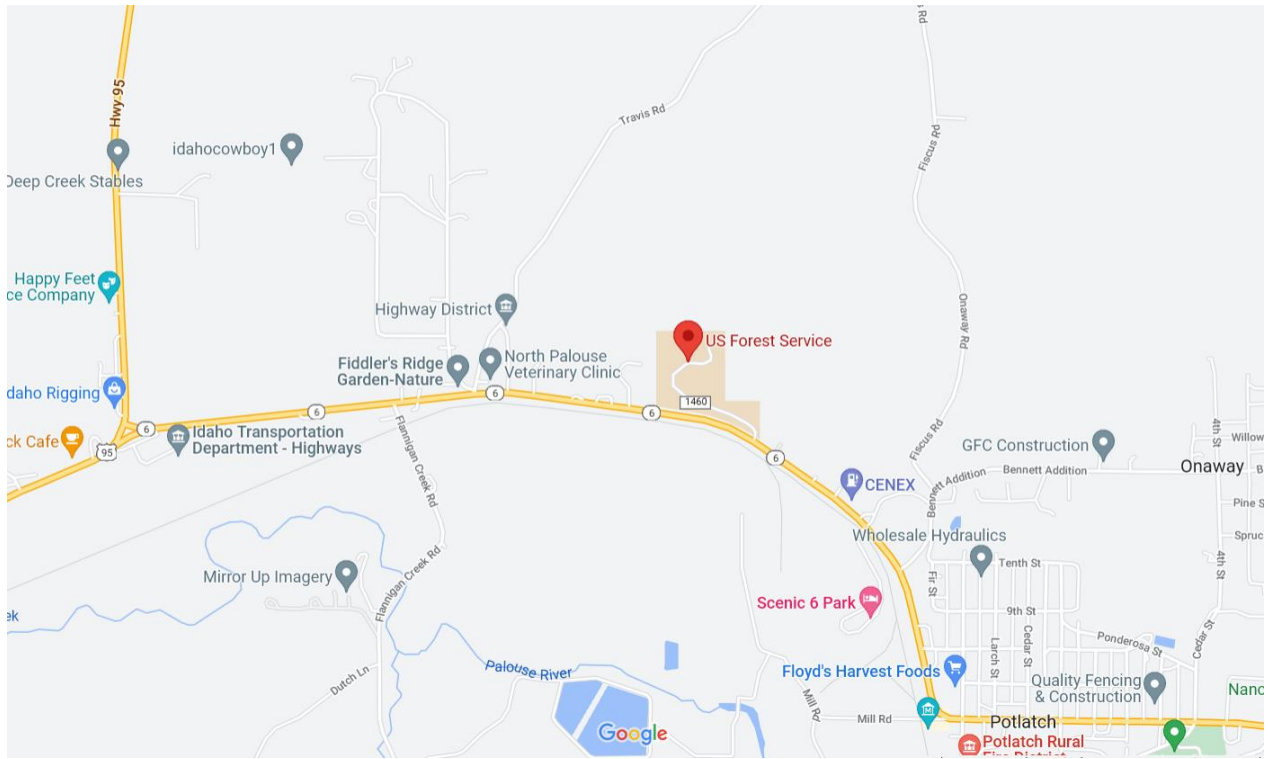
### **CONTRACT PAYMENT:**

Payment will be made to the Contractor upon satisfactory completion of all fieldwork at the rates set forth in Schedule A. **Invoices must be sent to** IDL COR, Chase Bolyard. Payment will be made after receipt of contractor's itemized invoice for satisfactorily completed work. Itemized invoices shall be submitted no more than monthly and will include a description of services completed during the period being invoiced.

**Delivery Location 1:** English Point Trail System; near the junction of Lancaster Road and N Rimrock Road, Hayden ID 83835



**Delivery Location 2: Potlatch Ranger District; 1700 Highway 6, Potlatch ID 83855.**



**ATTACHMENT 2  
SCHEDULE A  
CONTRACT NO 23-228-171005  
NPCNF/IPNF Masticator Rental**

Project Area	DESCRIPTION	NUMBER OF UNITS	UNIT TYPE	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
Idaho Panhandle National Forest	Mobilization to and From Project Location	1	Each		\$ -
Idaho Panhandle National Forest	Masticator Rental	60	Days		\$ -
Idaho Panhandle National Forest	Relocation of Equipment	150	Miles		\$ -
Nez Perce-Clearwater National Forests	Mobilization to and From Project Location	1	Each		\$ -
Nez Perce-Clearwater National Forests	Masticator Rental	90	Days		\$ -
Total Project Quote			<b>TOTAL</b>		\$ -

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.  
In the case of math errors, the PRICE PER UNIT will be correctly extended and the corrected TOTAL AMOUNT will be the basis for award.  
Idaho Department of Lands shall award to the qualified respondent submitting the lowest responsive quote.

NOTE: A price per unit must be provided above for both project areas, contract award will be based on total project quote. The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars and are only for the purpose of comparing quotes on a uniform basis. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

Company Name \_\_\_\_\_

Contractors Signature \_\_\_\_\_

Contractor's Name \_\_\_\_\_

Signed by \_\_\_\_\_

Mailing Address \_\_\_\_\_

Please Print or Type Name

\_\_\_\_\_

Title \_\_\_\_\_

Contractor's Email \_\_\_\_\_

Contractor's Phone \_\_\_\_\_

Taxpayer ID # \_\_\_\_\_