



PO Box 426 – 624 F Street – Rupert, Idaho 83350
208-436-9600 – fax 208-436-9920

REQUEST FOR PROPOSAL (RFP)
FOR PURCHASE OF A USED FIRE APPARATUS FOR
THE CITY OF RUPERT, COUNTY OF MINIDOKA, IDAHO

City of Rupert (City) is requesting proposals for a used aerial ladder or platform fire apparatus with a minimum of a 75' ladder or 100' platform (preferred).

The City of Rupert has been awarded funding through the ICDBG Program to help fund a portion of this project. The ICDBG program is a federally funded program through the U.S. Department Housing and Urban Development (HUD) and is administered in the State of Idaho by the Idaho Department of Commerce. *Attachment A provides additional information regarding ICDBG that is being used for this purchase.*

By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing companies in connection with the preparation of submission of a proposal. The awarding of a contract shall be contingent on the availability of funds and the requisite staff and City Council approvals.

Inquiries: Written questions concerning this RFP may be sent to Roger Davis, Fire Chief, at roger.davis@rupert.id.us

Proposals Should Include:

- Price of vehicle;
- Apparatus Features;
- Vehicle specifications;
- Maintenance records;
- Proof of a current (within one year) pump test and ladder inspection.

Submission of Proposals: must be submitted in a sealed envelope or package clearly marked "Request for Proposal, City of Rupert Fire Apparatus" along with the proposing company's name and address. **The proposing company shall return three (3) copies of the proposal and other pertinent information no later than 2:00pm, Monday, November 4, 2024 to:**

In person: Rupert City Hall, 624 F Street, Rupert, ID 83350
USPS: City of Rupert, PO Box 426, Rupert, ID 83350.

There will be a public bid opening at Rupert City Hall at 3:00pm on Monday, November 4, 2024.

Public Information: All submitted proposals and information included therein or attached thereto will become public record in accordance with government records regulations.

Right to Reject: The City reserves the right to reject any or all proposals, to waive any non- material irregularities or informalities in any proposal, and to accept or reject any items or combination of items.

Execution of Agreement: If a financial institution does not execute an agreement within thirty (30) days after being notified of selection, the City may give notice to the institution of the City’s intent to select the next most qualified proposing institution or call for new proposals, whichever the City deems most appropriate.

Criteria and Scoring for Selection: Proposals will be evaluated by a committee of City representatives. All proposals will be evaluated using the same criteria and weighting. Price is not the sole deciding factor, although, it is a significant factor.

• Price of vehicle	20 Points;
• Apparatus features	20 Points;
• Vehicle specifications	20 Points;
• Maintenance records	20 Points;
• <u>Proof of a current pump test and ladder inspection</u>	<u>20 Points.</u>
Proposal Points Possible	100 Points

ATTACHMENT A
ICDBG Supply and Delivery Supplemental General Conditions

1. **REPORTS AND INFORMATION:** The Vendor at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as requested pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
2. **CONFLICT OF INTEREST:** No member, officer, or employees of the Owner, or its designees or agents, no members of the Owner's governing body and no other public official of the Owner who exercises any functions or responsibilities with respect to this contract during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in work to be performed in connection with this contract. All Vendors shall incorporate, or cause to be incorporated, in all sub-contracts, a provision prohibiting such interest.
3. **MINORITY BUSINESS ENTERPRISE:** Affirmative steps will be taken to assure that small, minority and female businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction, and services.
4. **CERTIFICATION OF NONSEGREGATED FACILITIES:** For contracts in excess of \$10,000, the Vendor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained.
5. **ACCESS TO RECORDS:** The Owner, the federal grantor agency, the Comptroller General of the United States, the Idaho Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. All required records must be maintained by the Vendor for four (4) years after Owner makes final payments and all other pending matters are closed.
6. **TERMINATION:** The Owner may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Vendor has been provided written notice of default or noncompliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, after receipt of such notice. If the Agreement is terminated for default or noncompliance, the Vendor will be responsible for any direct costs and/or damages incurred by the Owner for placement of a new contract. The Owner, upon termination for default or noncompliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
7. **CHANGES/MODIFICATIONS:** Changes of specifications or modification of this Agreement in any particular can be affected only upon written consent of the Owner, but not until any proposed change or modification has been submitted in writing, signed by the party proposing the said change.
8. **CONFORMING GOODS OR SERVICES:** The goods or services shall minimally conform in all respects with the specifications or the Owner's solicitation documents. In event of

nonconformity, and without limitation upon any other remedy, the Owner shall have no financial obligation in regard to the nonconforming goods or services.

9. OFFICIAL, AGENT AND EMPLOYEES OF THE OWNER NOT PERSONALLY

LIABLE: In no event shall any official, officer, employee or agent of the Owner be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

- 10. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties hereto that the Owner is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Vendor or with the employment of labor or the incurring of expenses by the Vendor. Said Vendor is an independent vendor in the performance of each part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically owned herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Vendor shall exonerate, indemnify, and hold the Owner harmless from and against and assume full responsibility for payment of all federal, owner and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Vendor or Vendor's employees engaged in performance under this Agreement. The Vendor will maintain any applicable workman's compensation insurance and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workman's compensation insurance may, at the Owner's option, result in cancellation of this Agreement or in a contract price adjustment to cover the Owner's cost of providing any necessary workman's compensation insurance. The Owner does not assume liability as an employer.

11. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

Acceptance of this Agreement binds the Vendor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Vendor must include this provision in every sub-contract relating to purchases by the Owner to ensure that sub-contractors and vendors are bound by this provision.

- 12. SAVE HARMLESS:** Vendor shall indemnify and hold harmless the Owner from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Vendor, its employees, agents, or sub-contractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any Owner or federal statute, law, regulation or act. IN NO EVENT WILL THE VENDOR BE LIABLE FOR INCIDENTAL,

INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. Vendor shall have no indemnification liability under this section for death, injury, or damage arising out of the negligence or misconduct of the Owner.

13. **VENDOR RESPONSIBILITY:** The Vendor shall be required to assume responsibility for production and delivery of all material and services included in this Agreement, whether or not the Vendor is the manufacturer or producer of such material or services. Further, the Vendor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.
14. **RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Vendor until final inspection and acceptance when responsibility will pass to the Owner except as to latent defects, fraud and Vendor's warranty obligations. Such loss, injury or destruction shall not release the Vendor from any obligation under this Agreement. If installation is requested by the Owner or specified in the Owner's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.
15. **GOVERNMENT REGULATIONS:** Vendor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.
16. **FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Vendor shall notify the Owner promptly in writing of any cause for delay and the Owner concurs that the delay was beyond the control and without the fault or negligence of the Vendor. If reasonably possible, the Vendor shall make every reasonable effort to complete performance as soon as possible.