

City of Pittsburg, KS Public Works and Utilities Department

Request for Quotes

Track Loader

Quotes Due Date:

Friday, January 17th, 2025, at 3 PM

Request for Quotes Track Loader

General Information

The city of Pittsburg will receive Quote packages for a 963 Cat Track Loader or the equivalent thereto. All quotes must adhere to the following guidelines and Specifications in the Base Model Packages.

- 1. All Quotes shall be received by January 17th, 2025.
- 2. No Quote shall exceed \$250,000 including equipment delivered.
- 3. No company/dealership shall submit more than 4 quotes for different loader.

Specifications for the Base Model Package:

- 1. 963 Cat Track Loader or the Equivalent to that model.
- 2. General Purpose Bucket
- 3. Front Auxiliary Hydraulics
- 4. Quick Coupler for front Attachments
- 5. Guard Package-WINDSHIELD PROTECTION- Hinged heavy duty with hand operated latches. Protects cab windshield and lower door window panes, while still allowing easy access for cleaning. GUARD FULL LENGTH,TRACK ROLLER... full length track roller guide provides track guiding for side slopping applications. It also provides protection against rocks and debris entering into roller areas.
- 6. Cab with Heat/AC and Air Ride Seat
- 7. 3 Year 1500-hour Warranty Package on Power train and Hydraulic with all service locations being within a 350-mile radius of the city of Pittsburg.
- 8. Loader must have less than 5000 engine hours (must provide photo of hour meter) with no more than 100 hours difference on meter at time of delivery.
- 9. Must provide photos of each machine as well as detailed photos of the interior and exterior of the Cab. (No more than 24 photos per machine) Optional videos of the operating machine can be submitted on a thumb drive.
- 10. Any Inspection and Service logs must be submitted with the Quote.
- 11. Equipment delivered to 303 Memorial Drive, Pittsburg KS

Add On Options:

- 1. Maintenance Package
- 2. Back up Camera Package
- 3. Bucket with clam shell attachment
- 4. Single Ripper

Quotes shall include, but are not limited to the following:

- Lump Sum Price not to exceed \$250,000 delivered.
- Brand of equipment
- Any and all add on options
- Photos/Videos

- Use
- Terms

Evaluation Factors:

- 1. Quality of materials listed in proposal and if they will meet or exceed established standard of quality set in the technical section of the RFQ.
- 2. Total cost of the package as defined in the RFQ with any alternates or options offered by proposals clearly defined.
- 3. Ability to meet the city's needs.

Procedure

Tentative Project Schedule:

A tentative timeline is set forth below. This timeline is subject to change by the City, at the City's sole discretion, as events and conditions warrant.

RFQ Release Date
 Quotes Due
 Formal Acceptance/Award by City Commission
 December 13th 2024
 January 17th 2025 by 3:00 PM
 January 21st 2025
 45 Days after Award

Method of Submission:

Proposals shall be submitted by email, mail or by hand to the following address. Envelopes used in submitting Proposals must be clearly marked, "Quote: Track Loader":

Jacob Bennett
Public Utilities Department
City of Pittsburg, Kansas
1506 N Walnut St
P.O. Box 688
Pittsburg, Kansas 66762
jacob.bennett@pittks.org

The deadline for submission is **Friday**, **January 17th**, **2025**, **by 3 p.m.**, **Central Standard Time**.

Questions and Answers

All questions regarding this RFQ should be directed to:

Matt Bacon
Director of Public Works & Utilities
620-240-5126
Matt.bacon@pittks.org

General Terms and Conditions

- 1. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
- 2. Submission of Bid Response: Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the City of Pittsburg.
- 3. **Evaluation of Bids:** Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery, weighted local preference policy and other conditions imposed by this RFQ. Award will be by line item, group totals, or total lot, whichever is in the best interest of the City.
- 4. **Acceptance or Rejection:** The City reserves the right to accept or reject any or all bids/quotes responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this RFQ; and unless otherwise specified, to accept any item in a bid response.

- 5. **Contract:** The successful bidder will be required to enter into a written sales contract with the City.
- 6. **Contract Documents:** This RFQ and any amendments and the bid response and any amendments of the successful bidder shall be incorporated into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- 1. Written modifications to the executed contract;
- 3. Written contract signed by the parties;
- 4. The RFQ including any and all addenda; and
- 5. Contractor's written response submitted in response to the RFQ as finalized.
- 7. **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.
- 8. **Open Records Act (K.S.A. 45-215 et seq.):** All bid/quotes' responses become the property of the City. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the City full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the City to meet its obligations under the Kansas Open Records Act.

- 9. Federal, State and Local Taxes Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.
- 10. Debarment of City Contractors: Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Finance, after consultation with the contracting agency and the City Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Director, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the City Attorney, remain in effect until after the trial of the suspended person.
- 11. **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against

any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

- 12. **Conflicting Provisions:** Any and all conditions, provisions, or terms in the Agreement which conflict with, or modify a condition, provision or term of the City of Pittsburg's Bid Specifications or Bid Form shall be null and void and of no effect; it being the express intent of the parties that the conditions, provisions, and terms of said Bid Specifications and Bid Form take precedence over and control any conflicting language in the Agreement.
- 13. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise the City if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

Nondiscrimination Agreement

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.