

Request for Quotation #2024-001

Procurement Point of Contact: Jaal Mann, Lead Forester (206) 971-3709 x4 jaal@nnrg.org

Combination Harvester/Forwarder

TIMELINE - The following represents the schedule for this solicitation.	
Event	<u>Date</u>
Issue date:	September 10th, 2024
Deadline for final questions:	October 24th, 2024
Quote due date:	October 31st, 2024, 2:00 p.m. Pacific Time
Anticipated award:	November 2024

Emailed or mailed quotations are acceptable.

Submit quotations to jaal@nnrg.org or send by priority mail to:

Northwest Natural Resource Group

Attn: Procurement 2701 1st Ave Suite 240

Seattle, WA 98121

Quotations may not be hand-delivered, they must be mailed or emailed.

Information & Addenda: All information including addenda regarding this solicitation can be found at: www.nnrg.org/rfq-2024-001/

Suppliers are responsible for checking the Northwest Natural Resource Group (NNRG) website for the issuance of any addenda prior to submitting a quotation.

Questions: All questions must be submitted by email to <u>jaal@nnrg.org</u>. Any oral communications will be considered unofficial and non-binding on NNRG. Suppliers should rely only on written statements issued by the individual named above.

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Section 1 - Instructions

1.1 QUOTATION SUBMITTAL

Form 3.02 Bid Sheet must be included in the quotation, but Supplier may also include their own separate price sheets. To receive consideration for award, the quotation must be completed and signed by an authorized representative of Supplier.

It is Supplier's responsibility to make sure that quotations are received by the deadline, whether emailing or delivering. Quotations received after the deadline will not be considered.

Only firm quotes will be accepted, and NNRG reserves the right to reject any or all quotations or waive any irregularities and informalities in the quotes submitted and accepted by NNRG. No supplier may withdraw its quote after the hour set for the opening unless the award is delayed past the offer period listed below. NNRG further reserves the right to make awards to the lowest and most responsive supplier as deemed in the best interests of NNRG.

No exceptions to NNRG's terms, conditions, and specifications will be accepted. Any attempt to modify NNRG's terms, conditions, and specifications may result in a non-responsive quote.

1.2 OFFER PERIOD

All quotations submitted must be valid for at least sixty (60) days following the Quotation Due Date.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Quotation Due Date. Supplier must provide any justification and additional information that will facilitate an evaluation and decision by NNRG. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF QUOTES

Suppliers may withdraw a quotation which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of Supplier must be submitted to the person named on the Request for Quotation cover sheet.

1.5 PROCEDURE WHEN ONLY ONE QUOTE IS RECEIVED

If NNRG receives a single responsive, responsible quote, NNRG will have the right to conduct a price or cost analysis on such quote. Supplier must promptly provide all cost or pricing data, documentation and explanation requested by NNRG to assist in such analysis. By conducting such analysis, NNRG will not be obligated to accept the single quote; NNRG reserves the right to reject such quote or any portion thereof.

1.6 MULTIPLE QUOTES

Suppliers are encouraged to submit more than one quote if they have various ways to meet the specifications (i.e. used equipment or new). Each quote must stand alone and independently comply with the instructions, conditions and specifications of this Request for Quotation.

1.7 EVALUATION AND AWARD

NNRG will award the Quotation to the responsive and responsible supplier(s) whose offer best meets the needs of NNRG, or reject any and all quotes.

- a. Responsive Bidder A business entity or individual who has submitted a quotation that fully conforms in all material respects to the Request for Quotation and all of its requirements, including all form and substance.
- b. Responsible Bidder A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 METHOD OF AWARD

Bid items will be awarded "All or Nothing": NNRG awards all bid items to a single bidder, with the bids ranked and awarded based on the scoring rubric below. If a bidder on its bid leaves a bid item blank or inserts "no-bid" or equivalent language, then NNRG may (1) declare the bid nonresponsive and not eligible for an "All or Nothing" award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

Scoring rubric to be used for evaluating bids:

Item	Relative weight
Base machine cost	30%
Machine capability: head capacity, quick change speed, traction on slopes	15%
Machine impact: ground pressure, boom reach	15%
Option availability & cost	15%
Service availability	10%
Supplier experience with combination harvester/forwarder machines	5%
Warranty coverage & length	5%
Delivery time	5%

1.9 BIDDING ERRORS

NNRG will not be liable for any errors in supplier quotations. Suppliers will not be allowed to alter quotes after the deadline for quotation submission.

NNRG reserves the right to make corrections or amendments due to errors identified in quotes by NNRG or the supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their quotes.

After receiving quotations, NNRG will review and check each quote for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will prevail. The total of extensions, corrected where necessary, will be used by NNRG.

When, after the opening of the quotations a supplier claims an error, and requests to be relieved of the award, they will be required to promptly present certified work sheets. NNRG will review the work sheets and if NNRG is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their quote.

1.10 EXCLUDED PARTIES

All suppliers must certify (using form 3.03 Certificate of Non-Debarment/Suspension) that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs. https://www.sam.gov

We prefer to purchase from suppliers that include an explicit drug-free workplace policy.

2.1 INTENT

NNRG is seeking one (1) combination harvester/forwarder (also known as a Dual, Combo, or Harwarder machine) to use in first-entry thinnings. Our priorities for this machine, in order of decreasing importance, are as follows:

- 1) Able to operate as both a harvester and forwarder, with quick change between the modes, to enable a thinning to be completed with one machine.
- 2) Narrow width and very low ground pressure, enabling low-soil-impact thinning even when soils are damp.
- 3) Long reach, in order to minimize the number of skid trails needed.
- 4) Capable of efficiently harvesting, forwarding, and loading trees up to 16" butt diameter, with occasional trees up to 20" butt diameter.
- 5) Capable of operating on slopes up to 35% (19.5 degrees), or steeper with tethered winch assist system.
- 6) Capable of utilization with a clam bunk as a skidder allowing tree-length logging.
- 7) Capable of carrying relatively long logs in order to meet local market demands.

Note that our top priorities are one-machine operations, low soil disturbance, and long reach, even if it means somewhat decreased productivity and maximum tree size.

2.2 SPECIFICATIONS

Below you will find a list of options to include, both required ones and optional ones. **Please provide prices for each option, including all optional items that are available**. Used machines/components are encouraged, but they must be in good condition and come with warranty. We will entertain multiple submissions from a single supplier – e.g., if the supplier wishes to propose a used machine as well as a new one, or two machines of different sizes.

2.2a Required minimum specifications:

- 8 wheels or another system with similar or lower ground pressure
- Harvester head with capacity to cut and process trees up to 16" butt diameter regularly, and up to 20" butt diameter occasionally.
- Under 13' transport height (to transport on a 18" deck lowboy without requiring a pilot car with height pole).
- Quick change between harvester/forwarder heads (<30 minutes)
- Hydraulic front blade
- Eco tracks for all wheels
- Meeting or exceeding SAE ROPS/FOPS/OPS standards

2.2b Optional:

- Tethered winch assist system
- Live boom heel
- Space in cab for operator and an observer
- Clam bunks
- Rear camera system
- 1.25"+ Lexan front window (or other similar operator protection)

2.3 WARRANTY

Supplier must provide the standard warranty for the quoted equipment. Warranty information will be for the products proposed in this Request for Quotation. The provided warranty information must clearly state the warranty coverage and the date the warranty would commence. In addition, the bid must state how service under warranty is provided and the locations of service bases from which technicians are dispatched in western Washington.

A standard warranty must be included in the price of the quoted equipment.

2.4 QUANTITIES

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind NNRG to purchase any specified number of parts. It is also understood that NNRG will not be obligated to purchase or pay for any items until ordered by NNRG and invoiced according to section 2.8 below. NNRG reserves the right to order and receive quantities as needed.

2.5 ADDITIONAL REQUIREMENTS

NNRG reserves the right to make changes, additions to, or deductions from these specifications provided that they conform to the general Specifications. Supplier shall not effect any change without the prior written approval of NNRG.

2.6 ADDITIONAL FEES

No additional charges for trip fees, truck fees, administration fees, environmental fees, travel time, or any other miscellaneous charges will be allowed. Except as otherwise provided in the solicitation, there shall be no additional costs of any kind.

2.7 PRICING AND DELIVERY

Prices shall include delivery and be F.O.B. Destination. Delivery destination is to be determined, but for the purposes of this RFQ should be assumed to be in Tacoma, WA 98405. If delivery destination is changed, Supplier may make reasonable and justifiable adjustments to sales tax and delivery costs.

- Supplier assumes responsibility for the delivery of all equipment quoted.
- Suppliers must certify that the quoted equipment can be delivered within the stated number of days on their quote.

 For evaluation purposes, prices must include sales or use tax per: https://dor.wa.gov/find-taxes-rates/use-tax

2.8 PAYMENT

NNRG will make a deposit of 15% of the total purchase within sixty (60) days of contract signing and receipt of a properly prepared invoice.

Supplier may invoice for full payment when the anticipated delivery date is less than sixty (60) days away. Within sixty (60) days of receipt of a properly prepared invoice, or fifteen (15) days after delivery, whichever is later, NNRG will pay Supplier according to the rate(s) stated on the price sheet.

All invoices must list the RFQ number and are to be submitted to the following address:

Northwest Natural Resource Group 2701 1st Ave, Suite 240 Seattle, WA 98121 finance@nnrg.org

Section 3 – Quotation Submittal Requirements

3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a quotation which must demonstrate an understanding of the bid requirements as stated throughout this Request for Quotation.

The forms listed below must be returned by the quote due date and time to the designated location referenced the cover sheet.

Submittals must include:

- 1. Form 3.01 Supplier Commitment and Information
- 2. Form 3.02 Bid Sheet
- 3. Form 3.03 Certificate of Non-Debarment/Suspension

Form 3.01 Supplier Commitment and Information Form

REQUEST FOR QUOTATION #2024-001 COMBINATION HARVESTER/FORWARDER

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship:		
Diversity Certification (if applicable): □ Disadvantaged Business Enterprise (DBE) □ Minority Business Enterprise (MBE) □ Women Business Enterprise (WBE) □ Minority Women Business Enterprise (MWBE) Certification number:		
Website:	Business Licens	se #:
Supplier Contact Name (if different from	Supplier Contact Title:	
Authorizing Official):		
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Quotation and that the information herein is valid for 60 days from this date.
- That all information presented herein is accurate and complete and that the goods can be delivered as presented in this quotation upon NNRG's request.

- That I have had an opportunity to ask questions regarding this Quotation and that those questions have been answered.
- That this Quotation response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Quotation and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date:	

Form 3.02 Bid Sheet

REQUEST FOR QUOTATION #2024-001 COMBINATION HARVESTER/FORWARDER

Supplier Name:		
Prices must be rounded to the nearest two (2) decimal places. If there is a extended price, the unit price shall govern. Fill out the bid sheet below. Please also include an additional price sheet (showing prices for other recommended options not included in the specific	using Supplier's own t	form is ok)
Description per Section 2 Specifications	Price	Weight (lbs)
Base combination harvester/forwarder machine per Section 2.2a		
Harvester head per Section 2.2a		
Tethering system per Section 2.2b		
Hydraulic front blade per Section 2.2b Width:ft		
Live boom heel per Section 2.2b		
Clam bunks per Section 2.2b		
Ecotracks for all wheels per Section 2.2b		
Rear camera system per Section 2.2b		N/A
1.25" lexan front window or equivalent per Section 2.2b		
Shipping & Delivery:		
Subtotal of all items listed above:		
Subtotal of any items not listed above, included on separate price sheet:		
Sales tax:		
Total:		
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors, nor the list of parties excluded from Federal procurement or non-procurement programs?	☐ Yes ☐ No	
Machine reach for felling and processing trees:	feet	
Base machine ground pressure:	PSI	
Machine maximum load capacity:	tons	
Machine width and length: Width:ft	Length:ft	
Maximum recommended log length when forwarding logs:	feet	
State the number of calendar days to have equipment delivered after receipt of order:	days	
Addenda will be issued at www.nnrg.org/rfq-2024-001 no later than October 28th, 2024. Acknowledge receipt of all addenda by checking the appropriate box(es):	None 1 2 3 4 5	

Form 3.03 Certificate of Non-Debarment/Suspension

REQUEST FOR QUOTATION #2024-001 COMBINATION HARVESTER/FORWARDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

project),hereinated document, that neither it nor its principals is p	rd-party subcontract or subgrant under a federal funded fter referred to as <i>Supplier</i> , certifies, by submission of this resently debarred, suspended, proposed for debarment, in participation in this transaction by any federal
Where the Supplier is unable to certify to any attach an explanation to this submittal.	of the statements in this certification, such Supplier must
The Supplier, and accuracy of the contents of the statem and understands that the provisions of 31 thereto.	nents submitted on or with this certification
Signature of Authorized Official	
Title of Authorized Official	

Section 4 - Acronyms and Definitions

Bidder: see "Supplier".

Contractor: see "Supplier".

Cost Analysis: comparison of offered price to the offeror's own costs and evaluation of the

difference (profit).

Equipment: an assembly of machines and components in a logical manner that works

systematically to provide an intended, conditioned environment for the facility.

Lower Tier Participant: see "Supplier".

Maintenance: work performed to preserve equipment performance and condition.

Must: see "Shall".

OEM: Original Equipment Manufacturer.

Offeror: see "Supplier".

Price Analysis: comparison of proposed price to comparable pricing data.

RCW: Revised Code of Washington

Shall or Must: the terms "shall" or "must" are used whenever a specification expresses a

requirement by either NNRG or Supplier.

Submittals: information that is submitted to NNRG by Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

Northwest Natural Resource Group Standard Terms and Conditions

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

- 1. ACCEPTANCE OF TERMS AND CONDITIONS. Supplier shall provide the goods and/or services described in this RFQ in accordance with these terms and conditions unless otherwise noted on the face of the RFQ. Acceptance of this RFQ by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this RFQ and these terms and conditions. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This RFQ expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by NNRG.
- 2. AMENDMENT/CHANGES: No change to this RFQ (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without NNRG's written consent.

3. TERMS AND CONDITIONS RELATED TO GOODS:

- a. Handling: No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
- b. Delivery Date: For any change to the delivery date specified on this RFQ, Supplier shall give prior notification and obtain written approval thereto from NNRG. With respect to delivery under this RFQ, time is of the essence, and this RFQ is subject to termination by NNRG for failure to deliver when specified. The acceptance by NNRG of late delivery with or without objection shall not waive NNRG's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
- c. Shipping Instructions: Unless otherwise specified on this RFQ, all goods must be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. NNRG reserves the right to refuse COD shipments.
- d. Risk of Loss: Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
- e. Free and Clear: Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
- f. Identification: All invoices, packing lists, packages, shipping notices, and other written documents relating to this RFQ shall contain the RFQ number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this RFQ, indicating the contents therein.
- g. Rejection: All goods purchased herein are subject to approval by NNRG. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this RFQ, whether held by NNRG or returned to Supplier, will be at Supplier's risk and expense.
- h. Warranties: Unless otherwise specified in this RFQ, Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the RFQ and be free from defects in labor, material, and manufacture. All Uniform Commercial Code implied and express warranties are incorporated in this RFQ. Supplier shall transfer all warranties to NNRG. Supplier warrants that goods supplied under this RFQ conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this RFQ do not infringe any patent, registered trademark, or copyright.
- i. Price: If price is not stated on this RFQ, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.

4. TERMS AND CONDITIONS RELATED TO SERVICES:

- a. General: Supplier shall perform the services described in this RFQ in a competent and professional manner. Without a written directive of an authorized representative of NNRG, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the RFQ, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this RFQ, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this RFQ unless otherwise determined by NNRG. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of NNRG for all purposes, whether the project for which they are made is executed or not, and may be used by NNRG for any purpose.
- 5. PAYMENT TERMS/TAXES/CASH DISCOUNT: Unless otherwise stated on this RFQ, the terms of payment shall be net 30 days from receipt of a proper invoice. RFQ numbers must be noted on all invoices. Payments by NNRG are not assignable without NNRG's prior written consent. Unless otherwise provided in this RFQ, NNRG agrees to pay all State of Washington sales or use tax. In the event that NNRG is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, NNRG is entitled to a cash discount with the period commencing on the date it is determined by NNRG that a cash discount applies.
- 6. COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION: Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this RFQ because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
- 7. INDEMNIFICATION: Supplier shall defend, indemnify, and hold NNRG, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this RFQ, except for injuries and damages caused by the sole negligence of NNRG. Should a court of competent jurisdiction determine that this RFQ is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and NNRG, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this RFQ.
- 8. TERMINATION: NNRG may terminate this RFQ at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and NNRG shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any RFQ obligation or is declared insolvent, NNRG may terminate this RFQ for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
- 9. OTHER: The laws of the State of Washington govern this RFQ. Exclusive venue for any dispute relating to this RFQ shall be in King County Superior Court. Unless otherwise provided in this RFQ, this RFQ and all records associated with the RFQ are subject to public disclosure by NNRG without notice to Supplier. If a court of competent jurisdiction declares any provision of the RFQ to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by NNRG to enforce strict performance of any provision of this RFQ will not constitute a waiver of NNRG's right to enforce such provision or any other provision of the RFQ. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this RFQ without NNRG's written consent.