



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
www.sedgwickcounty.org/purchasing

**REQUEST FOR PROPOSAL
#13-0032
ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADERS**

April 2, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain proposals from vendors to provide two (2) All- Wheel Drive, Articulated Center, Wheeled Loaders, for Fleet Management. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, submit one (1) original, two (2) copies of the entire document with any supplementary materials to:

Kim Evans
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, April 24, 2013** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., CDT on the due date. No information other than the respondent's name will be disclosed at bid opening.

QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Kim Evans at kjevans@sedgwick.gov and Rex Victory at rvictory@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CDT, April 10, 2012. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by April 12, 2012. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Kim Evans
Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 470,000 persons. It is the sixteenth largest in area, with 1,009 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3000 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

In accordance with the specifications outlined here, it is the intent to receive proposals to provide 2 Ea. All-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADERS. Must be capable of operating easily and safe with loaded 4 yd. bucket, and also have new "4-1" clam shell bucket (3.25 cu. yd)., and new pallet forks meeting requirements listed.

3. MINIMUM QUALIFICATIONS

The successful proposer must:

1. Have experience with the equipment, technical ability, personnel and facilities to properly complete, coordinate and administer the contract, if awarded.
2. Have proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents.
3. Provide product/services following all applicable federal, state, and local laws, regulations, and ordinances.

4. GENERAL REQUIREMENTS

1. Must be new current production model.
2. Provide manufacturer name, model proposed and include specifications.
3. Provide a lead time for production.

5. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

The following specifications are provided for procurement of two (2) each, All- Wheel Drive, Articulated Center, Wheeled Loaders, for Public Works.

1. Any items appearing in the equipment manufacturer’s regular published specifications furnished by the proposers are assumed included in the proposer’s response.
2. All items proposed to be factory installed unless authorized by Sedgwick County Fleet Management.
3. Proposers meeting the specifications may be required to demo the proposed model of equipment to Fleet Management and Public Works before award.
4. Price proposal must include delivery to Sedgwick County Fleet located at 1021 Stillwell, Wichita, Kansas 67213
5. Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and MSO has been delivered.
6. After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021 Stillwell, Wichita, KS. Please contact Penny Poland at 316-660-7477.
7. Technical manuals must be invoiced separately.
8. Manufacturer’s ordering form must be included for the purpose of ordering the machine.
9. Contract pricing for labor and parts will be established for 3 years. This contract will cover any work or repairs needed that do not fall under warranty work and will include like equipment owned by the County. General specifications are as follows: equipment shall meet or exceed the following, any additions, deletions, or variations from the following specifications must be noted.

5a. Acceptable Make and Models are as follows:

CAT 950-H, John Deere 644-K, Volvo L-110, Doosan DL-300, Komatsu WL-380, Case 821-F, or Sedgwick County Fleet Management approved equal.

	Proposed Model Specs	Yes	No
1. Operating Weight:			
a. 39,500 lbs with 4 yd. bucket			
2. Engine:			
a. Built by loader manufacturer			
b. Meets current emission standards			
c. Six cylinder diesel fueled and turbocharged			
d. 190 hp at rated rpm net			
h. Block heater factory installed			
i. Engine air pre-cleaner with operator warning device inside cab (monitor)			
j. Dual stage fuel filter/water separator			
k. Heavy duty trash resistant radiator			
l. Hydraulic driven automatic reversing fan drive for radiator with adjustable times for on/off operation			
m. Extended Life coolant -34F			
3. Transmission:			
a. Built by loader manufacturer			
b. Automatic power shift			
c. 3 function- joystick with F-N-R (mono lever loader control with transmission FNR switch)			
d. 4 speeds forward			
e. 3 to 4 speeds reverse			
f. Capable of forward speed of 22			
g. Capable of reaching a reverse speed of 15 mph			
4. Axles/Differentials			
a. 4 wheel drive			

b. Automatic differential lock for both front and rear differentials. Will also accept large capacity torque convertor with automatic lockup			
c. Limited Slip/ Wheel spin control			
5. Brakes:			
a. Service brakes; Inboard, hydraulic actuated wet disc on 4 wheels, self adjusting, heavy duty			
b. Park Brake; wet disc brake			
6. Hydraulic system:			
a. Variable displacement piston pump design, pressure-compensating system.			
b. Single lever operation for bucket control and 3 rd function auxiliary lever for clam shell bucket			
c. Auto bucket return to dig (adjustable)			
d. Auto boom height kick out control (adjustable)			
e. Auto boom return to carry control			
f. Ride control			
g. Quick coupler attachments for County owned attachments such as:			
1. Four way bucket and pallet forks			
• Fork measurements; length - 60 inches minimum, 82" maximum width of fork 7"			
• Capable of opening to 93 ½ "			
7. Electrical system:			
a. 24 Volt System			
b. Alternator output of 60 amps minimum (prefer 80)			
c. 2 batteries, each with a minimum of 950 cca			
d. Lockable master disconnect			
8. Tire size:			
a. 23.5-R-25 Michelin brand or approved equal			
9. Heavy Duty Bucket:			
a. Capacity of 4 cubic yards (minimum)			
b. Bolt on replaceable cutting edge			
c. Bucket breakout force minimum of 32,000 lbs			
d. Separate clam Shell bucket, 3.25yd (aka 4 in 1 bucket), with bolt on cutting edges capable of quick attachment.			
e. New forks- Fork measurements; length - 60 inches minimum, 82" maximum width of each fork 7". Capable of opening to 93 ½ ".			
10. Cab:			
a. Enclosed type with ISO and SAE approved FOPS and ROPS structure			
b. Ergonomically positioned platforms, steps and handrails for entering and exiting the machine from the right and left side			
c. Factory installed heater, defroster and air conditioning			
d. Engineered for noise and vibration reduction			
e. Intermittent type front and rear windshield wipers with washers			
f. Safety tinted glass			
g. Air suspension seat			
h. Rubber floor mats			
i. Tilt/telescopic steering column			
j. Outside rear view mirrors (prefer heated)			
k. Warning lights, gauges or monitoring display for the following:			
1. Battery or charging system			
2. Engine oil pressure			
3. Coolant temp and level			

4. Hydraulic oil temp.			
5. Parking brake			
6. Differential lock			
7. Torque converter or transmission oil temperature			
8. Fuel level			
9. Transmission gear indicator			
10. Speedometer			
11. Hour meter			
12. Turn signals			
l. AM/FM radio			
m. Pre wired for 12 volt county installed 2 way radio and capable of cell phone charger			
n. Wireless communication, (IE; Vision link, JD Link, KOMTRAX, etc...) with minimum 5 year subscription paid by dealer along with training for Sedgwick County Fleet personnel.			
11. Lighting:			
a. All possible mounted machine work lights			
b. Cab mounted driving lights			
c. Rear mounted driving lights			
d. Rear mounted tail lights			
e. Front and rear mounted LED turn signals and 4 way flashers			
f. Amber beacon light. LED preferred			
12. Backup alarm:			
a. Backup alarm/warning that meets OSHA regulations			
13. Other:			
a. fenders front and rear ¼ fender accepted			
b. quick release for attachments operated from cab			
c. Rear hitch pin			
d. Locking bar to prevent articulation when servicing machine			
e. Loader boom service locking bar			
f. Vandal protection to include the following:			
1. Engine enclosure			
2. Rear grille area			
3. Fluid fills			
g. Front, rear transmission guards			
h. Lift and tie down hooks			
i. Fire extinguisher mounted in cab			
j. All fluid levels checked from ground level			
k. Auto lube system installed			
14. Warranty:			
a. Minimum of 2 year full machine Warranty			
15. Provide annual cost information based on 1,000 hours/year for 10 years:			
a. Cost per hour to operate machine:			
• Fuel consumption			
• Cost of service			
• Lube, oil, filters			
b. Parts availability			
16. Include the following literature:			
a. Three (3) each operators manuals			
b. Three (3) each parts manuals			
c. Three (3) each repair manuals			

6. SELECTION CRITERIA.

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each proposer’s response as determined by meeting the following criteria (ranked in no particular order):

- Demonstrate clearly and completely your ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal
- Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein; and
- Proposing the equipment described herein with the most advantageous and prudent methodology to the County
- Purchase price
- Warranty and availability of equipment

Upon review of the proposals a “demonstration session” may be required and scheduled to evaluate the overall performance of each short-listed proposers at the demonstration site. It is essential that you be available for this demonstration upon request. The County will evaluate the following:

- Operator Rating – a County employee will operate the equipment to determine ease of handling and convenience – e.g, location of controls, smoothness of machine operation and ergonomic features
- Technical rating – County Fleet personnel will evaluate the ease of routine service and maintenance
- Maintenance cost that will be acquired by the County based on the results of the technical rating
- Cost
- Availability
- Safety Features
- Warranty

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

County reserves the right to reject any proposal, determine any irregularities, and make final determination for award.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

7. TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	April 2, 2012
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	April 10, 2012
Addendum Issued	April 12, 2012
Sealed proposals due before 1:45pm CDT	April 24, 2012
Evaluation Period	April 24-May 16
Board of Bids and Contracts Recommendation	May 17, 2012
Board of County Commission Award	May 23, 2012

8. INSURANCE REQUIREMENTS

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

9. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

10. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a ninety (90) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

11. PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.

12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its

legal counsel, the Agreement may be deemed to violate the terms of such law.

22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract

with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.

30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

12. PROPOSAL CONTENT

The proposal response should be organized in the following format and information sequence:

1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, and depth of staff, quality control, and the demonstration of your ability to deliver a quality product.
2. Provide a list of four (4) past or current client references; include organization, address, date of services, scope of services/product, contact person, telephone number, and an email address.
3. Clearly address in sequential order each of the minimum qualifications listed in Section 3.
4. Clearly address in sequential order each of the general requirements listed in Section 4.
5. Clearly address in sequential order each of the minimum mandatory requirements/specifications listed in Section 5. *Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
6. Provide copy of Insurance.
7. Provide complete warranty information.
8. Sign and return the completed signed Proposal Response Form that is provided on page 11 & 12.

PROPOSAL RESPONSE FORM (Page 1 of 2)

#13-0032

ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADERS

11

RFP #13-0032

"Sedgwick County... Working For You."

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____
 DBA/SAME _____
 CONTACT _____
 ADDRESS _____ CITY/STATE _____ ZIP _____
 PHONE _____ FAX _____ HOURS _____
 TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____
 COMPANY WEB SITE ADDRESS _____ E-MAIL _____
 NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
 TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
 Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail Dealer _____
 General Nature of Business _____ FEIN/SS # _____ W-9 included _____
 Not a Minority Owned Business _____ Minority Owned Business: ___ Certification# _____
 African American ___ Asian ___ Hispanic ___ Native American ___ Other ___ Woman Owned Business ___

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/purchasing.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Qty.	Description	Unit Price	Extended Price
2ea.	All- Wheel Drive, Articulated Center, Wheeled Loaders	\$	\$
Make/Model			
3 ea.	Operator Manuals	\$	\$
3 ea.	Part manuals	\$	\$
3 ea.	Repair manuals	\$	\$
Grand Total			\$
Delivery Date:			

PROPOSAL RESPONSE FORM (Page 2of 2)
#12-0059

ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADERS

Contract pricing for labor and parts will be established for 3 years. This contract will cover any work or repairs needed on this equipment and other like equipment that does not fall under warranty work.

Description	Cost Year 1	Cost Year 2	Cost Year 3
Hourly labor rate	\$		
Parts- cost + markup	%	%	%
Freight charge, pick up and delivery (1 way)	\$		

**If a contract has already been established with your company on a previous RFB/RFP please note the RFB/RFP #_____.

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature_____ Title_____

Print Name_____ Dated _____