



SEDGWICK COUNTY, KANSAS
FINANCE DEPARTMENT
DIVISION OF PURCHASING
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR BID
#17-0068
CQS-1F EMULSIFIED ASPHALT

May 16, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for CQS-1F Emulsified Asphalt. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CDT, May 30, 2017.

All contact concerning this solicitation shall be made through the Division of Purchasing. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Kristen McGovern
Senior Purchasing Agent

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for CQS-1F Emulsified Asphalt, in accordance with the specifications outlined, for Sedgwick County Public Works.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kristen McGovern
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, May 30, 2017**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CDT, on the due date.

III. SPECIFICATIONS FOR CQS-1F EMULSIFIED ASPHALT **SPECIAL PROVISION**

NOTE: This special provision is generally written in the imperative mood. The subject, "the *Contractor*" is implied. Also implied in this language are "*shall*", "*shall be*", or similar words and phrases. The word "*will*" generally pertains to decisions or actions of Sedgwick County Public Works. The term "Standard Specifications" refers to the Kansas Department of Transportation Standard Specifications for State Road and Bridge

CQS-1F EMULSIFIED ASPHALT

1. DESCRIPTION

CQS-1F is a cationic emulsified asphalt product for use as a fast breaking, fast curing emulsion for use in fog seal applications.

2. REQUIREMENTS

a. General. Provide emulsified asphalt that is an intimate, homogenous mixture of base asphalt and emulsifying agent held suspended in water. Provide emulsified asphalt that remains homogenous and stable during transportation, storage and distribution. Material that performs unsatisfactorily in any of the above situations will be rejected even if the material passes all laboratory tests.

b. Shipping and Curing. The emulsified asphalt shall be delivered to the jobsite in a ready-to-apply dilution not to exceed water to residual asphalt ratio of 60:40. It shall be capable of allowing return to traffic (non-turning) in less than one (1) hour at temperatures above 25° C (77° F) and less than 50% humidity.

c. Chemical and Physical Requirements. Provide emulsified asphalt that complies with **TABLE 1**.

TABLE 1: SPECIFICATIONS FOR CQS-1F EMULSIFIED ASPHALT			
Tests on Emulsion	Method	Min.	Max.
Viscosity @ 25°C, SSF	ASTM D88	40	500
Sieve Test, % Retained	ASTM D244		0.10
Storage Stability, 24-Hour, % (Note 1)	ASTM D244		1
Residue by Distillation @ 260°C, % by Mass	ASTM D244	60	
Oil portion from distillation, ml of oil per 100 g emulsion (Note 2)	ASTM D244		1
Emulsion Particle Charge	ASTM D244	positive	
Tests on Diluted Emulsion	Method	Min.	Max.
Viscosity @ 25°C, SSF	ASTM D88		50
Sieve Test, % Retained	ASTM D244		0.10
Residue by Distillation @ 260°C, % by Mass			
Application over Chip Seals	ASTM D244	40	
Application over bituminous plant mix		30	
Test on Residue from Distillation	Method	Min.	Max.
Penetration @ 25°C, 100 g, 5 sec, dmm	ASTM D5	60	150

3. BASIS OF ACCEPTANCE

a. Asphalt materials covered by this specification will be accepted upon receipt and approval by the Field Engineer of a certification prepared by the producer to cover the quality and quantity of material in each shipping container. Certifications must be based on the results of the producer's quality control testing as required in subsection 1201.2d.(2) of the Standard Specifications.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. CDT May 23, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT May 25, 2017. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

C. Evaluation Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

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

Distribution of Request for Bid to interested parties	May 16, 2017
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	May 23, 2017
Addendum Issued	May 25, 2017
Sealed Bid due before 1:45pm CDT	May 30, 2017
Evaluation Period	May 31, 2017
Board of Bids and Contracts Recommendation	June 1, 2017
Board of County Commission Award	June 7, 2017

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year with two (2) one (1) year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below 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, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** 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 (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. 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 provider's 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.

H. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful bidder 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 Bid is the property of Sedgwick County.

I. Bid Conditions

http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Completed and signed Bid Response Form.
3. Those responses that do not include all required forms/items may be deemed non-responsive.
4. Pricing Sheet must be included.

Response Form

REQUEST FOR BID
#17-0068
CQS-1F EMULSIFIED OIL

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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 bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____
DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

__ African American (05) __ Asian Pacific (10) __ Subcontinent Asian (15) __ Hispanic (20)

__ Native American (25) __ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

__ Not Minority -Woman Owned (50) __ African American-Woman Owned (55)

__ Asian Pacific-Woman Owned (60) __ Subcontinent Asian-Woman Owned (65) __ Hispanic Woman Owned (70)

__ Native American-Woman Owned (75) __ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

- Yes, I would like to be on the emergency vendor list.
- No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

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/finance/purchasing.asp .

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

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 _____

Pricing form to be submitted with Bid

#17-0068

CQS-1F EMULSIFIED OIL

**The bid represents the initial order. Future quantities cannot be guaranteed.
Product Description CQS-1F Emulsified Oil per specifications listed in this document.**

Quantity	Unit of Measure	Price Per Gallon	Total
40,000	Gallons	\$	\$

The County is requesting pricing based on delivery by the awarded vendor (FOB Delivered) to various locations within the County.

This bid will constitute contract pricing for one (1) year following award, with the potential for two (2) additional one (1) year options to renew subject to approval by Sedgwick County.

Delivery date: _____ calendar days for vendor to deliver to various Sedgwick County Public Works Maintenance Yard locations.