



# SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604. N. Main, Suite F

Wichita, KS 67203

Telephone: (316)660-7255

Fax (316)383-7055

**REQUEST FOR PROPOSAL  
04-19756  
TRACKED EXCAVATOR  
FOR THE PUBLIC WORKS DEPARTMENT**

November 16, 2004

SEDGWICK County, Kansas (hereinafter referred to as *County*) desires to acquire one (1) Excavator for the Public Works Department. It is anticipated that an official contract and/or purchase order will be issued for this product 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 Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete three (3) copies of the attached PROPOSAL RESPONSE FORM and return in a sealed container/envelope to the Sedgwick County Purchasing Department **on or before 1:45 CST, December 14, 2004. Late or incomplete responses will not be accepted and will not receive consideration for final award.**

Trade-in(s) will be available for inspection by contacting the Sedgwick County Fleet Management at (316) 660-7470.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. Because purchases of this nature require the expenditure of public funds and/or use of public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

---

Carol Bevelhimer, C.P.M.  
Purchasing Department

## **ABOUT THIS DOCUMENT**

The purpose of this document is to select the vendor that will provide Sedgwick County with one (1) Excavator for Public Works. The Sedgwick County Public Works Department and Sedgwick County Fleet Management have provided equipment specifications and requirement, which will result in the procurement of the highest quality Excavator possible to meet the requirement, and needs of field personnel and the citizens they serve. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important feature of a product or service, of which quality, testing, references, 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, which measure how well a vendor's approach meets the desired requirements and needs of the County. The 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 meeting 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 equipment which best meets its required needs, quality levels, and budget constraints.

## **OBJECTIVE**

The County has identified the following objectives for securing the equipment described herein:

1. Procure an Excavator meeting the parameters, conditions, and requirements presented in this document.
2. Procure an Excavator with the best proven "track-record" of services.
3. Procure an Excavator with the most beneficial cost to the County.

## **SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of Proposer to provide equipment in response to this document. Vendors will not be compensated for their participation in this selection process. A committee will judge each firm's response as determined by meeting the following criteria:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outline herein, with clarity, completeness and comprehensiveness.
2. Proven ability to provide high quality workmanship within the specifications, requirements, miscellaneous instructions, and conditions as outlined in this and future related documents. Such ability will be determined by:
  - a. Providing references verifying exemplary service levels for similar projects.
  - b. Having experience in providing proposed Excavator similar to those described in this document for other Governmental entities.
3. Successful testing/demonstration of proposed Excavator by industry standard bench marking techniques.
4. Proposing the equipment described herein with the most advantageous overall cost to the County.

No negotiations, decision, or actions will be initiated by any firm as a result of any verbal discussion with any Sedgwick County employee prior to the closing of this Request for Proposal.

**SEDGWICK COUNTY RESERVES THE RIGHT TO SELECT THE EQUIPMENT PROVIDER WHICH BEST MEETS ITS REQUIRED BUDGET CONSIDERATIONS, QUALITY LEVELS, AND SERVICE EXPECTATIONS.**

**CONTRACT PERIOD & PAYMENT TERMS**

The contract period will begin following Board of County Commissioners approval of the recommended proposal, as finalized and continue through delivery and acceptance. The County desires for equipment to be delivered (F.O.B. Wichita, Kansas, Sedgwick Count Fleet Management, 1021 Stillwell, 67213) within 60 days after receipt of the purchase order. Payment will be made upon acceptance of excavator and receipt and approval of invoice.

**DELIVERY**

A qualified delivery “engineer”, employed by the manufacturer, will deliver the Excavator and remain with the County a minimum of four (4) hours where he/she will instruct, at no expense to the County, Public Works, and Fleet Management personnel in proper use, operation, care and maintenance of the equipment delivered.

**TESTING AND PRODUCT DEMONSTRATION**

**This information is only provided to assist participating firms in understanding the nature, scope, and procedures of the Testing Phase of the project.**

1. Sedgwick County Fleet Management technicians may test/review the proposed equipment to determine
  - a. Ease of repair
  - b. Accessibility of key components
  - c. Type of components used
  - d. Quality of components used
  - e. Compatibility with existing tooling and equipment
  
2. Public Works
  - a. Accessibility of key components
  - b. Ease of handling during normal “driving” conditions
  - c. Ease of service for daily and scheduled maintenance
  - d. Quality of components used
  - e. Compatibility with existing tooling and equipment

**VEHICLES AVAILABLE FOR TRADE-IN  
BID WITH OR WITHOUT THE FOLLOWING:**

The County has determined that the following vehicles are available for trade-in. **Vehicles will be available for inspection at 1021 Stillwell, Fleet Management, and can be viewed between the hours of 8:00 AM to 4:30PM.** If questions, contact Fleet Management @ 316-660-7480

DESCRIPTION	VEHICLE NUMBER	SERIAL #
1995 D7H-LGP Caterpillar Bulldozer	430-343	
1974 International E-200 Pay Scraper	414-5509	

## PROPOSAL CONDITIONS

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

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
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. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. 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.
5. 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.
6. 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.
7. **Prices proposed 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.**
8. Proposers MUST return three (3) completed copies of this document to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, 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.
9. 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.
10. Sedgwick County interprets the term "lowest responsible 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.
11. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
12. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
13. After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials 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.
14. The vendor 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.
15. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
16. If a response to this Request for Proposal is accepted, the responder 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. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.

17. Upon award, 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.
18. Time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. 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, that he or she has inspected the location of the project (if applicable), and 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.
20. 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.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve 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.
22. 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.
23. 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.
24. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
25. Successful contractor 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.
26. 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.**
27. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
28. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer 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.
29. 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.
30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
31. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
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. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
34. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Carol Bevelhimer, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7261.

## **MANDATORY REQUIREMENTS, TECHNICAL INFORMATION, DESIRED REQUIREMENTS**

This section provides specific technical information necessary to assist interested vendors in understanding the scope of the project and thus provide a thorough response to this document. Vendors must show in detail their ability to provide equipment, which meets and /or exceeds the listed criteria.

Each proposer will furnish satisfactory evidence of his ability to provide the Excavator desired, and will state the location of the factory where the Excavator was manufactured. They will also show that they are in a position to render prompt service and to furnish replacement parts for said Excavator.

The Excavator must be NEW. Each proposal will be accompanied by a set of "Contractors specifications" consisting of a detailed description of the Excavator proposed. These specifications will indicate size, type, model and make of all component parts and equipment.

Samples and testing may be required. Complete product information MUST be supplied with your proposal. Items offered MUST be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

The following general specifications are provided for procurement of one (1) Excavator. Any additions, deletions or variations from the following general specifications furnished by the proposer are assumed to be included in the vendor's proposal. The purpose of this equipment is to be used primarily by Public Works Department for removing trees, brush and debris from streams and waterway. Vendors will be **REQUIRED TO DEMO THEIR PROPOSAL**. All items factory installed unless authorized by Fleet Management. Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications listed below.

An appointment for delivery must be scheduled with Fleet Management, 1021 Stillwell, Wichita, KS.

SPECIFICATIONS	COMMENTS
<p><b>Weight:</b> Undercarriage Long Track Frame 77,000 lbs Minimum <b>State Size:</b></p>	
<p><b>Bucket type/Capacity:</b> General-purpose, Heavy Duty with heavy-duty tooth tips, minimum. <b>State Size:</b></p>	
<p><b>Engine:</b> Shall be of the diesel type, turbo charge, four (4) stroke cycle, fully equipped with all necessary operating accessories.</p> <p>Flywheel horse power rating: _____</p> <p>Number of Cylinders: _____</p> <p>Horsepower rating: _____</p> <p>Shall be mounted so as to be accessible for adjustment and normal servicing without being detached from the tractor unit. Engine air cleaner shall be dual element, dry type with service indicator. Machine shall be equipped with twenty-four (24) volt electrical starting and operating system. In line fuel filter and water separator. Electronically controlled Diagnostics capable Intake air heater with cold starting aid Ether starting aid Pre-start monitoring system Automatic engine speed control Heavy-duty cooling system: Describe construction and capacity Heavy-duty alternator: State amperage:</p>	

SPECIFICATIONS	COMMENTS
<p><b>HYDRAULIC SYSTEM:</b> Describe the following: Main pumps: How many: _____</p>	

<p>What type: _____  Minimum flow: _____  Maximum flow: _____  Pilot pump: _____  Description: _____  Maximum rated flow: _____  Pressure setting: _____  System operating pressures: _____  Implement Circuits: _____  Travel Circuits: _____  Swing Circuits: _____  Power Boost: _____  Describe oil filtration: _____</p> <p><b>Include the following:</b>  Auxiliary hydraulic lines, valves, circuits and,  Controls to operate matching thumb.  Hydraulic filter restriction indicator kit  Hydraulic quick coupler pin grabber  State type: _____</p> <p>Hand control pattern changer (American to European)  Power Boost feature available. If so, describe.</p> <p><b>CYLINDERS:</b>  Describe the following:  Boom: Bore _____  Rod Diameter _____  Stroke _____  Arm: Bore _____  Rod Diameter _____  Stroke _____  Bucket: Bore _____  Rod Diameter _____  Stroke _____</p>	
<p><b>SWING MECHANISM:</b>  Describe the following:  Swing speed _____  Swing torque _____  Fine swing control _____  360 degrees within how many feet _____  Counter weight pounds _____</p>	

SPECIFICATIONS	COMMENTS
<p><b>UNDERCARRIAGE:</b> 34" triple grouser shoes/Long track frame (minimum)  Describe the following:  Carrier rollers per side _____  Track rollers per side _____  Number of shoes each side, triple semi-grouser _____</p>	

Track guides: Number _____ Where located _____ Travel speed _____ Low _____ High _____ Drawbar pull _____ Track guards (idler, sprocket, center) _____ Heavy –duty bottom guard under cab _____	
<b>GROUND PRESSURE:</b> Describe the following: State size of track _____ And PSI _____ Circuit relief valve protection Control Single lever _____ Pilot operated for implement hydraulics _____	
<b>OPERATING INFORMATION:</b> Describe the following: (32” minimum reach) Size of boom _____ Size of stick _____ Arm force per arm length with standard bucket _____ Lifting capacity over front _____ Provide charts if available Maximum reach _____ Maximum reach ground level _____ Maximum digging depth _____ Maximum cutting height _____ Maximum dumping height _____ Maximum swing radius _____ Tail swing radius _____ Operating matching thumb. Describe the following and any other information applicable: Type _____ Range of grip _____ Forces _____ Describe boom setting, i.e. smooth, power, etc.	

SPECIFICATIONS	COMMENTS
<b>SERVICING:</b> State intervals for the following systems: Engine _____ Hydraulics _____ Front linkage pins _____	

Other	
<p><b>OTHER:</b>  Cab:  Auto climate heat/air conditioning _____  AM/FM radio _____  ROPS _____  Poly carbonate windows _____  Mirrors _____  Work lights _____  Boom lights _____  Skylight with sun shade _____  Instrument panel guard group with padlock _____  Ergonomic adjustable seat design _____  Arm rests _____  Seat belts _____  Joystick controls _____  List instrument package  Gauges  Warning system, describe type of work mode:  Auto _____  Manual _____</p> <p>Converter from 24 volt to 12 volt _____</p> <p>Travel alarm warning _____</p> <p>Third pedal Straight Travel required</p> <p>Describe data logger, if available; Can it be uploaded to a personal computer for graphing analysis?</p> <p>Describe electronic control capabilities.  Does the system do more than sense conditions?</p>	
<p><b>VANDALISM PROTECTION;</b>  Describe locking engine enclosure to secure caps or compartments for:  Hydraulic tank _____  Radiator _____  Crankcase _____  Transmission filler spout _____  Transmission dipstick _____  Fuel tank _____  Instrument panel guard group _____</p>	

SPECIFICATIONS	COMMENTS
<p><b>MANUALS:</b>  One (1) Parts  Two (2) Operator  One (1) Service for disassembly and assembly</p>	

1. State earliest possible delivery date after receipt of order: \_\_\_\_\_

2. Provide references from at least four (4) companies currently utilizing the proposed Excavator.

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date of Purchase \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date of Purchase \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date of Purchase \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Date of Purchase \_\_\_\_\_

3. Can your firm provide an Excavator for review by the Department of Public Works and Fleet Management?

YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please discuss here: \_\_\_\_\_  
\_\_\_\_\_

4. Can your firm provide on-site service? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please explain here: \_\_\_\_\_  
\_\_\_\_\_

5. Can your firm provide service, parts, electrical diagrams, and manuals for all item proposed?

YES \_\_\_\_\_ NO \_\_\_\_\_ If no, please explain here \_\_\_\_\_  
\_\_\_\_\_

6. Can your firm provide a comprehensive parts list? YES \_\_\_\_\_ NO \_\_\_\_\_ If no, please explain

here: \_\_\_\_\_  
\_\_\_\_\_

If yes, please discuss how often the list is updated, published, and provided to users: \_\_\_\_\_  
\_\_\_\_\_

7. Please discuss the length of time in which parts inventory is maintained and guaranteed available?

If parts are not available locally where are they sourced?  
\_\_\_\_\_  
\_\_\_\_\_

8. Is Technical Support system/process available? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please discuss here: \_\_\_\_\_  
\_\_\_\_\_

If yes, please discuss how Fleet Management technicians can "take advantage" of this service: \_\_\_\_\_  
\_\_\_\_\_

9. Is an on-line Technical Support system/process available? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please discuss here: \_\_\_\_\_

If yes, please state requirements for the County to facilitate the use of this service here: \_\_\_\_\_  
\_\_\_\_\_

10. Can your firm provide training for Fleet Management Technicians (certified for trouble-shooting, warranty, maintenance) for proposed equipment? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please discuss here: \_\_\_\_\_

11. Does the proposed Excavator's warranty cover the entire machine and include driving time and mileage?  
Please attach a copy of the warranty.

\_\_\_\_\_

12. State the location of the physical manufacturing plant where the proposed Excavator was manufactured.

---

13. If your answers was “NO” at any time, a complete explanation must be provided below and documentation provided below to verify compliance with the minimum proposed specifications on a similar or equivalent basis.

---

14. List all “items” and/or options which are considered as standard equipment and NOT been listed in the Specifications

---

---

---

---

---

---

**BID RESPONSE**  
**04-19756**  
**EXCAVATOR**

<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION:</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	each	2005 Excavator	\$_____	\$_____
		Manuals/CD ROM (please specify)		\$_____
			<b>Grand Total</b>	\$_____
		Make_____		
		Model_____		
		Warranty_____		
		Delivery Date_____		

**WITH/ WITHOUT TRADE-INS**

1	each	1995 Caterpillar D7H-LGP Bulldozer	\$_____	\$_____
1	each	1974 International E-200 Pay Scraper	\$_____	\$_____
			<b>Grand Total with trade-ins</b>	\$_____

**PROPOSAL RESPONSE FORM  
04-19756  
EXCAVATOR**

All firms interested in bidding MUST provide three (3) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN Tuesday, December 14, 2004, 1:45 p.m. (CST). Attention: Carol Bevelhimer, Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3703.

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 making a quotation 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 Quotation is entered; (4) they have read the complete Request for Quotation and understands all provisions; (5) if accepted by the County, this quotation is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAXPAYER I.D. \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION (CHECK ONE)

CORPORATION\_\_\_ PUBLIC\_\_\_ PRIVATE\_\_\_ SOLE PROPRIETORSHIP\_\_\_ PARTNERSHIP\_\_\_

MINORITY BUSINESS ENTERPRISE\_\_\_ WOMAN-OWNED ENTERPRISE\_\_\_ SMALL BUSINESS ENTERPRISE \_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

MANUFACTURE\_\_\_ DISTRIBUTOR\_\_\_ RETAIL\_\_\_ DEALER\_\_\_ SERVICE\_\_\_

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: 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](http://www.sedgwickcounty.org/purchasing) .

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 \_\_\_\_\_