



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823

Wichita, KS 67203

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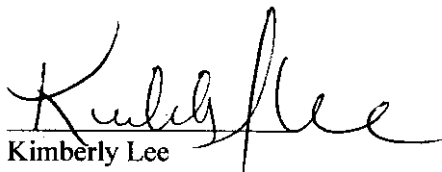
**REQUEST FOR PROPOSAL
#08-0272
SALT/SAND SPREADER
FLEET MANAGEMENT**

October 9, 2008

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting proposals for the purchase of one (1), salt/sand spreader for Fleet Management.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should firms elect to participate, one (1) original and one (1) copy of the entire document must be completed and returned with any supporting data in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, bid number, bid opening date, to the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, **no later than 1:45 p.m., CDT, Tuesday, October 28, 2008.**

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.


Kimberly Lee
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. 57, 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. Those 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.

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 a Sand/Salt spreader to accommodate the clearing of roads during the winter season. This equipment will be installed by the vendor on a (1) One-ton pickup truck.

3. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any product demonstrations required to verify the ability of proposer to provide information in response to this document. A committee will judge each firm's response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Proven ability to provide high quality products with superior service within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents. Such ability will be determined by:
 - a. Providing three (3) references verifying exemplary service. These references **MUST** have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number/e-mail address, length of service contract for each site, and a brief description services provided.
 - b. Meeting or exceeding all vendor qualification requirements, minimum requirements, and mandatory requirements.
 - c. Providing the County with the most advantageous proposal.

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 product demonstrations.

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.

4. MINIMUM MANDATORY SPECIFICATIONS

The following specifications are provided for the procurement of one (1) – sand/salt spreader to be mounted on a ONE (1)-ton truck. Successful proposer shall install the equipment into County owned truck as part of the proposal requirement.

General specifications are as follows: Any additions, deletions, or variations from the following specifications must be noted. Manufacture standard equipment presumed to be included unless otherwise specified.

Fleet Management will not accept ownership until units have been inspected for compliance with specifications below and MSO has been delivered. Delivery of vehicles must be FOB to 1021 Stillwell, Wichita, KS. Manufacturers ordering form must be included for the purpose of ordering the vehicles.

1. General Specifications

Grade 304 stainless steel, where applicable

1.7 cubic yard minimum capacity

Minimum dimensions of 50"W x 31"H, minimum body length 96", overall length 113"

2. Material Hopper

In cab electric hopper control

Welded 12 gauge ends and sides

Constructed with channel formed top edges

Side slopes of 45 degrees

Two (2) 12-gauge vertical supports on each side

Lift points for easy loading and unloading

Floor constructed of 10-gauge steel

3. Conveyer

Minimum of 11" wide all-steel pintle chain

1/4"x3/4" crossbars

Minimum chain strength of 11,000 lbs per strand

Minimum 6 tooth cast iron drive sprocket

Drive sprocket mounted on minimum 1 and 1/8 diameter shaft

Have a minimum 3" adjustment range on chain

Have heavy duty driveshaft with sealed ball bearings

Have grease fittings on all bearings

Minimum of 1" diameter ball bearings on idler drum

4. Conveyer Gear Case

Housing to be made of cast iron

Gear to be constructed of aluminum bronze

Worm gear constructed of hardened steel and ground

20:1 gear ratio

1" input shaft

1 1/8" output shaft on tapered roller bearings

5. Feedgate

Lever operated

6. Spinner chute assembly

Polymer disc with minimum of three (3) fins
Minimum of 3/4" diameter shaft secured on pillow block bearings
12 gauge chute with internal and external deflectors
Deflectors shall be adjustable to control direction of material
Minimum spread ranges from 2'-25'

7. Engine

Minimum 8 HP gas engine
Alternator and 12V electric starter
Start/stop electric throttle in cab
Engine covered by hinged hood
Electric throttle control to include idle and full choke

8. Clutch

12V DC electric clutch
Three (3) position in cab switch for clutch control

5. QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFP process should be directed to Kimberly Lee at klee@sedgwick.gov and Kevin Myles at kmyles@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CDT, October 15, 2008. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by 5:00 pm CDT October 17, 2008. **Vendors are responsible for checking the web site and acknowledging any addendums on the proposal response form.**

6. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Kim Lee, Purchasing Department at (316) 660-7255 to confirm any/all dates. All questions about specifications are due **in writing** to klee@sedgwick.gov and kmyles@sedgwick.gov by Thursday October 9.

Distribution of Bid to interested parties..... October 9, 2008
Questions Due in writing by 5:00 p.m. CDT..... October 15, 2008
Response to questions posted by 5:00 p.m. CDT..... October 17, 2008
Sealed bids due before 1:45 p.m. CDT..... October 28, 2008
Review bids October 28, 29 2008
Board of Proposals and Contracts..... October 30, 2008
Board of County Commission November 5, 2008

7. PRODUCT DEMONSTRATION AND TESTING

Short listed vendors *may* be required to perform a demonstration of proposed product(s) in order to be considered for award. This information is only provided to assist participating firms in understanding the nature, scope and procedures of the demonstration or testing phase of this RFP.

1. Members of this RFP review committee and Fleet technicians may test or review the proposed product(s) to determine:
 - a. If product(s) meets all requirements in Section 4.
 - b. Ease of repair, service, and upgrading
 - c. Accessibility of key components
 - d. Quality of components used
 - e. Ease of use/handling
 - f. Practical application(s) and impact(s) to Sedgwick County.

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. 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, 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. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.**
25. 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.
26. Sedgwick County is desirous of allowing as many 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.
27. 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.
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. 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.
30. 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.

11. PROPOSAL CONTENT

Proposal(s) should be organized in the following format and information sequence:

- A. Organizations complete name and address.
- B. Provide a brief description of your firm to include but not limited to:
 - a. Qualifications
 - b. Experience
 - c. Depth of staff
 - d. Quality control
 - e. Demonstrate firms' ability to provide the outlined service(s) and/or product(s).
- C. Acknowledge and address in sequential order each minimum requirement and specification listed in Section 4 on page 3.
- D. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
- E. Provide a completed Proposal Response Form.

PROPOSAL RESPONSE FORM

#08-0272

SALT/SAND SPREADER

FLEET MANAGEMENT

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 making 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 understand 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.

FIRM NAME _____

CONTACT _____ DATE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Check all which apply:

Public Corporation _____ Private Corporation _____ Sole Proprietorship _____ Partnership _____

Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

Minority Business _____ (Certification #) _____ Woman-Owned Business _____

Any addendum(s) will be posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing under online services; current RFP's to the right of the RFP number and description. Vendors are responsible for checking the web site and acknowledging any addendums in their response.

We acknowledge receipt of addenda: # 1. ____, DATED _____; #2. ____, DATED _____

COST INFORMATION

Please note that the County does not guarantee the purchase of these items.

Quantity	Description	Unit Cost
1ea	Salt/Sand Spreader for use in one (1) ton truck	\$
1ea	Manual	\$
1ea	Installation into County owned one (1) ton truck	\$
	Total	\$

State Year of vehicle bid: __ Number of Calendar Days for Delivery after receipt of order: _____

State Warranty: _____

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 _____

Printed Signature _____ Dated _____