



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823

Wichita, KS 67203

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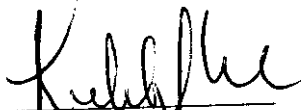
**REQUEST FOR BID
#08-0283
OILS AND FLUIDS**

November 7, 2008

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting bids for the purpose of contracting for the County's requirements for automotive oils and fluids. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Carefully review this Request for Bid. 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., CST, Tuesday, November 25, 2008.**

County will not accept bids with insufficient postage or collect on delivery. Late 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.



Kimberly Lee
Purchasing Agent

1. BACKGROUND AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 475,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3,000 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

The County is soliciting bids for the purpose of contracting for the County's annual requirements for lubricating oil, gear oil, grease, transmission fluid, and windshield wash. The Fleet Management Department purchases these products for use in County vehicles operated by various departments.

2. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

All firms must meet the following mandatory requirements. Bids submitted must reflect in detail their inclusion and the degree to which they can be provided. The successful vendor shall:

- A. Provide the most extensive inventory of materials available to avoid lengthy back orders.
- B. Make all deliveries (for Sedgwick County) F.O.B. to: Sedgwick County Fleet Management, 1021 Stillwell, Wichita, Kansas, 67213, and provide a packing slip with each delivery listing the items delivered and prices.
- C. Agree that supplies furnished shall be covered by the most favorable commercial warranties offered by the manufacturer.
- D. Understand that preference will be given for nationally known brand names offered in the supply of items on this contract. Alternates will be considered but **full documentation of these must be provided for approval by the Fleet Management before supplying the alternate items.**
- E. Understand that quality of the material received will be regularly reviewed. It is expected that the material provided will be manufacturer's first line product, equaling or surpassing the brand and quality referenced in this document. The Fleet Management must approve alternates prior to shipping.
- F. Make all efforts necessary to reduce or eliminate back orders. Fleet Management contact person must be notified of any back orders.
- G. Understand that the County reserves the right to obtain any emergency material that cannot be obtained within the time needed or materials that are unavailable from the contract vendor from alternate sources.
- H. Understand that the County may return any over shipments above the quantity ordered to the successful vendor without charge.
- I. Understand that the County will make all efforts to consolidate orders so repeated delivery trips and or shipments in a given period are minimized.
- J. Prices quoted shall be delivered price. All transportation charges shall be prepaid to the destination and absorbed by the vendor.
- K. All lubricating products purchased will be for the exclusive use of Sedgwick County, Kansas. Therefore, the State of Kansas Sales Tax and Federal Excise Tax shall not be imposed
- L. If during the contract period, the price on any item is reduced below the originally quoted price, the low price will be extended to the County.
- M. All prices proposed will be substantiated with complete line price booklets if applicable. These line sheets shall show the County purchase price for all items relevant. Any price increases must be substantiated with new pricing booklets. Documentation supporting the need for increases must be submitted to Fleet Management who will have the final decision, if the increase will be allowed. Any invoicing billed at an amount higher than the quoted price will automatically be changed to the proposed price before payment.

- N. Containers of lubricating oils shall be shipped in clean containers, suitable for the purpose, and shall be delivered to the destination free from all leaks. Containers shall be properly labeled, showing product identification and manufacturer number. The packaging and labels shall conform to all DOT requirements.
- O. Vendor shall exchange for any good, clean drums or pick up their own drums when empty at no cost.
- P. Field sampling will be obtained periodically at the point of delivery to assure conformance to the specifications. Any material that is not substantially in compliance with the specifications must be replaced at the vendor's expense. In addition, the successful vendor will be required, upon request, to furnish photo-stats or reproductions of documents, test reports, data sheets, etc., giving the following information concerning the oil he will supply under the contract:
 - a. The Manufacturer's brand name or code number
 - b. Qualification number and date of qualification.
 - c. A typical analysis of the qualified oil showing results of all test required MS and/or API Classification.
 - d. The Acceptance Test Tolerance established by the qualifying agency as outlined in MS and/or API Classification.
- Q. A contact person and a minimum of one back up person shall be identified within the vendor's company. This person will be responsible for any and all details in regard to the administration of this contract.
- R. Any defective material will be promptly picked up and exchanged with new replacements within 24 hours.
- S. Immediately upon receipt of Sedgwick County Purchase Order, the successful Bidder(s) will mail three (3) copies of the applicable Material Safety Data Sheets (MSDS) for each product supplied, referencing the Purchase Order, to 1021 Stillwell.
- T. Material Safety Data Sheets (MSDS) will be provided with each shipment for each product provided to Fleet Management.
- U. Firm MUST provide specification sheets and MSDS sheets WITH THEIR BID RESPONSE on ALL products bid herein.

3. PRODUCT SPECIFICATIONS

The following specifications apply to all purchases for Fleet Maintenance. These materials will be used for the lubrication of cars, trucks, tractors, graders, and other motorized equipment. Vendor shall be required to supply them in the following types and grades as indicated in the bid document. **All bids must meet or exceed these specifications.** The County reserves the right to waive compliance on minor technicalities under this specification. Product specification sheets MUST be included with the bid response.

Hydraulic Oil #68

Bulk-Pump Off & 55 gallon drums

Viscosity	
@40 C	70
@100 C	8.9
@100F	363
@210F	56
Viscosity Index	100
Pour Point @ F	-30
Pour point @ C	-34
Flash Point @F	460
Flash Point @C	238
Density LB/GAL	7.26

Density G/ML	0.87
Oxidation Control	7500
Emulsion Characteristics (min. to 40-40-0)	10
Dielectric Strengths	40
Four Ball Wear (mm)	0.4
FZG Pass	12

Antifreeze Grade

(Mach 4 Global)

Delivered in 55 gallon drum

% by weight

(Ethylene Glycol 95 % Minimum

Diethylene

5% maximum 95% minimum

Ethylene Glycol

90% minimum

Silicone PPM

250 maximum

Corrosion Inhibitors

2.0% minimum

Water

5% Maximum

Dye

As Needed

Flash Point

235 minimum

Specific Gravity 60/60F

1.130-1.140

Equilibrium Boiling Point 760

325 minimum

Ash Content

5.0% Wt. Maximum

Reserve Alkalinity

10.0-minimum

PH 50% Volume Solution

8.0-9.5

Foam Volume

150ML in 5

Freezing Point

10% @+25F

20% @+16F

30% @+4F

40% @-12F

50% @-34F

60% @-62F

Transmission Fluid

Transmission fluid

Delivered in 55 gal drums

TEST

Typical
Property

Mercon 5

Viscosity @ 100C

7.4

Viscosity @ 40C

36.0

Viscosity Index

186

Brookfield Viscosity @-20C

12,000

Density (lbs/gal)

7.15

Pour Point, C (max)

-35

Dextron 6

Viscosity @ 100C

5.95

Viscosity @ 40C

29.00

Viscosity Index

155

Pour Point, C (max)

-51

Heavy Duty Synthetic Transmission

Fluid

SAE 50

Typical Properties

Gravity, Degree API

23

Viscosity @ 100N C		18.2
Viscosity Index		151
Pour Point C	<-40	
Flash Point COC, C		225
Foaming Test (ASTM-D-892)	Pass	
Copper Strip Corrosion (ASTM D130)	Pass	
Fzg. Stages For Pass		10

#2 High Temp, Grease
red hi-temp grease

Penetration Worked		285
Dropping point F		530
Dropping Point C		277
Rust Prevention Rating	Pass	
Timken OK Load, Lbs.		65
Four Ball Wear: Soar, MM		0.55
Four Ball EP Weld Point, KG		400
Four Ball EP Wear Index KG		59
Water Washout, % Loss		3.25
Leakage Tendency, G		1.3
Viscosity @40 C		205
Viscosity @ 100 C		18
Viscosity Index		95
Pour Point F/C	+5/-15	
Flash Point F/C	450/232	

Multi Purpose GM Grease

** we use 120 lb drums & 55 gal.drums

TEST		
NLGI Grade		2
Soap Base	Lithium Complex	
Texture	Smooth	
ASTM worked penetration@ 77F		279
ASTM Dropping Pt. F		530
Rust Test (D 1743)	Pass	
Timken OK Load, Lbs.		50
Kinematic Viscosity @ 40 C		150.5
Kinematic Viscosity @ 100 C		14.8
Pour Point C		-15

#2 Tube Grease

Penetration (Worked 60 strokes)		280
Dropping Point F/C	385/196	
Soap Type (Thicker)	Lithium	
Timken OK Load (Lbs.)		50
Four Ball EP/Weld Point (KG)		315

	Load Wear Index (LWI)	45
	Four Ball Wear (MM)	0.42
	Shear Stability (% Change)	0
	Roll Stability (%Change)	+5
	ASTM Rust Test (A&B)	pass
Properties	Properties	
cSt @ 40 C	190	
cSt @ 100 C	17	
SUS @ 100F	880	
SUS @ 210F	86	
Viscosity Index	93	
Pour Point	+10	
Usable temperature range F/C	0-275/-18 to 135	
Low temperature Mobility	gm/s @ 20 F (7 C)	1
	gm/s @ 10F (-12C)	0.4
	gm/s @ 0F (-18C)	0.1
Wheel bearing leakage % Loss	2%	
Oil separation WT. %	0.5	

Power Tran Fluid

Gravity,API	29.5
Pour Point F	-45
Pour Point C	-43
Flash Point F	437
Flash Point C	225
cP @ -35 c	37,400
cSt @ 40 c	57
cSt @ 100 C	9.3
V.I.	145

Windshield Washer Fluid

Specific Gravity 20/20 C	D891 Method A	0.945
Pounds Per Gallon		7.94
Boiling Point	d86	148f
Pour Point	d97	-20F
VOC Content Wt		29.50%
PH	E70	8.5
Flash Point	D56	100F

Heavy Duty Synthetic Gear Lubricant

SAE Grade	80w140
Gravity Degree API	25
Viscosity @100 C	17.3
Viscosity @ 40 C	126
Viscosity @ -18 C	7.125
Viscosity @ -40 C	145,000
Viscosity Index	151
Channel Point C	<-51
Pour Point C	<-50
Flash Point C	204
Foaming Test (ASTM D-892)	pass
Copper Strip Corrosion ASTM D-130	pass

FZF Stages For Pass	12
Timken OK LOAD, lbs.	50
Rockwell 076E Thermal Heat Test	pass

15w40 Motor Oil
Bulk for pump off & 55 gallon drums

Premium CJ4 oil is what we are using per the industry standards as of March of 2007

Chemical Properties for Sulfated Ash	1.4% Maximum
Total Base Number	10 Minimum

4. 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.

5. 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.

6. CONTRACT PERIOD

The contract period with the successful firm will be one (1) year, to begin following Board of County Commission approval of the recommended bid, as finalized, and receipt by the County of any and all required paperwork. The County will have an option to renew the contract for two (2) additional one (1) year terms, if agreeable between all parties.

Payments for all specified services or product to the successful bidder can be made with the following criteria taken into consideration:

- Delivery of the proposed service(s) or product(s);
- Receipt of a detailed invoice.

8. QUESTIONS AND CLARIFICATION

All questions about the bid document must be IN WRITING and submitted via email to Kimberly Lee klee@sedgwick.gov, and Crystal Hester chester@sedgwick.gov NO LATER THAN Thursday, November 13th by 5:00pm CST. Questions of a substantial nature will be addressed in an addendum and posted on the Sedgwick County website www.sedgwickcounty.org/purchasing under online services: current RFP's to the right of the RFP number by Monday November 17th at 5:00 pm CST.

7. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a thirty (30) 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 in-house or by 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.

8. REQUEST FOR BID CONDITIONS

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

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.

4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The bidder 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. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, 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. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. 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.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. 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.

16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. 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 Accessibility Guidelines (ADAAG).
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the Americans with Disabilities Accessibility Guidelines (ADAAG). 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.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
20. The bidder responding to this bid solicitation 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 Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
21. 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.
22. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
23. Upon award, the bidder 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 bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
24. It will be understood that time is of the essence in the bidder's performance. The bidder 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 bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.

25. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
26. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
27. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid 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.
28. By submission of a response, the bidder 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 bidder'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. Bidders 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 bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
29. 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.
30. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
31. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids 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 Bids 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 bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid 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 bid sureties (bonds, certificates of insurance, etc.).

BID RESPONSE FORM
#08-0283
OILS AND FLUIDS

The following products should be priced according to the unit of measure shown. The quantities indicated below are estimated based on the previous year's use and shall be used to evaluate the bid only. The quantities purchased will be those actually required by Sedgwick County to maintain its fleet of vehicles and equipment. The County reserves the right to increase or decrease these amounts during the contract period.

Please Note: #68 Hydraulic Oil, Dex5 Transmission Fluid, Synthetic Gear Lube and 15W40 Motor Oil are stored and dispensed at Fleet Management in BULK CONTAINERS. Vendors should provide the pricing based on per quart measure for these items, but must be able to either deliver in bulk or transfer to bulk containers upon delivery.

Product	Estimated Annual Usage	UOM	Unit Price
#68 Hydraulic Oil	716	Quarts	\$
Dex5 (transmission fluid)	2,016	Quarts	\$
Antifreeze	9	55 gallon drums	\$
50 W. Synthetic	0	5 gallon pail	\$
#2 High Temp Grease	3	55 gallon drum	\$
Multi-Purpose Grease (lithium #2)	2	120 lb. drum	\$
#2 Tube Grease	110	14 oz. tubes	\$
Power Transmission Fluid	84	5 gallon pail	\$
Windshield Washer Fluid	11	55 gallon drum	\$
Synthetic Gear Lube	122	Quarts	\$
15W40 Motor Oil	18,552	Quarts	\$

Percent Discount From List Price Offered: _____

Contract period will be one (1) year with two (2) one (1) year options to renew.

Prices for years 2 and 3 will not exceed:

Year 2 _____% inflation

Year 3 _____% inflation

**BID RESPONSE FORM
#08-0283
OILS AND FLUIDS**

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 _____

A contractual period with the successful firm will begin following award from Board of County Commission and will be for one (1) year with two (2) one (1) year options to renew. **Pricing WILL remain firm for the first year.**

Signature _____ Title _____

Printed Signature _____ Date _____