



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055

[www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

**REQUEST FOR BID**  
**#13-0059**  
**OILS AND FLUIDS**

April 30, 2013


Sedgwick County, Kansas, will accept bids to select a vendor to provide OILS AND FLUIDS for Sedgwick County. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of the product 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) complete original and one (1) copy of the entire document with any supplementary materials must be completed and returned to:

Gunda Angelica  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS are due NO LATER THAN 1:45 p.m., CDT, May 14, 2013.** Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

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

  
Gunda Angelica  
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 washer fluid. 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. Fleet Management must approve alternates prior to shipping.
- F. Make all efforts necessary to reduce or eliminate back orders. The 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, Wichita, KS 67213.
  - 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 USAGE AND 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.

#### **3a. USAGE**

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:** Hydraulic Oil #68, Mercon V, Dexron VI, 15W40 and 5W20 motor oils are stored and dispensed at Fleet Management in BULK CONTAINERS. Vendors should provide the pricing based on per gallon measure for these items, but must be able to either deliver in bulk or transfer to bulk containers upon delivery.

	Product	2012 Estimated Usage	UOM
1.	Hydraulic Oil #68	75	Bulk
2.	Hydraulic Oil #68	4	55 gallon drum
3.	Service Pro-Automotive all makes & models Antifreeze, Pre-mix	5	55 gallon drum
4.	Eco Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix	6	55 gallon drum
5.	Mercon V ATF	159	Bulk
6.	Dexron VI ATF	20	Bulk
7.	Mercon LV ATF	1	55 gallon drum
8.	Mercon SP ATF	2	55 gallon drum
9.	Heavy Duty Synthetic Transmission Fluid SAE 50	0	5 gallon pail
10.	Autran Syn 295	4	5 gallon pail
11.	Valvoline Multi Purpose Grease (lithium #2)	3	120 lb. drum
12.	#2 Tube Grease (Mp/EP2)	73	14 oz. tubes
13.	Windshield Washer Fluid	12	55 gallon drum
14.	Heavy Duty Synthetic Gear Lubricant 80W140	1	55 gallon drum
15.	High Performance Rear Axle Lubricant 75w140	19	Quarts
16.	15w40 Motor Oil Premium CJ4 oil	1800	Bulk
17.	15w40 Motor Oil Premium CJ4 oil	1	55 gallon drum
18.	5W20 Motor Oil	1300	Bulk
19.	5W20 Motor Oil	2	55 gallon drum

**3b. SPECIFICATIONS for ITEMS LISTED ABOVE**

Item# 1&2 Hydraulic Oil #68	
Typical Properties	
API Gravity	.879
Flash Point COC <C>	235
Fire Point ASTM C	263
Pour Point ASTM C	-25
Color	2.0
Viscosity cST @ 40C	67.0
Viscosity cST @ 100C	8.2
Viscosity Index	95
Appearance	B&C
Foaming: ML @ 24 c/93.5 c/24 C	
Tendency	Pass
Stability @ 5 minutes	Pass
Acid Number MGKOH/G	0.3
CU corrosion 3 HRS @ 100 C	Pass
Rust Test Sea Water 24 Hrs	Pass
Emulsion Test Hr.	Pass
Turbine Oil Oxidation Test Hr.	6050
Calcium, WT%	70
Phosphorus, WT%	335

Zinc, WT%	400
<b>Item #3</b>	
<b>Service Pro-Automotive all makes &amp; models Antifreeze, Pre-mix</b>	
Typical Properties	
Specific Gravity at 80/80F	1.120-1.130
Boiling Point, Reflux	325F, Min.
Foam Test	50ml/3sec.,Max
pH, 50% Volume Solution	7.5 Min.-10.0Max
Flash Point, COC	250F, Min
Total Water, Wt. %	5% Max
Total Glycols, Wt.%	95% Min.
Color	Amber
<b>Item #4</b>	
<b>Eco Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix</b>	
Typical Properties	
Specific Gravity (60/60F)	1.110-1.145
Boiling Point, F	300 min
Effect on Automotive Finish	No Effect
Chloride, PPM	25 Max
Water (WT%)	5 Max
Color	Red
<b>Item #5</b>	
<b>Mercon V Automatic Transmission Fluid</b>	
Typical Properties	
Viscosity at 40C, cST	35
Viscosity at 100C, cST	7.4
Viscosity Index	186
Color, Typical	7
Appearance	Red
Brookfield Viscosity at -40C, cP	9800
Pour Point C (F)	-35 (-31)
Flash Point C (F)	180 (356)
Specific Gravity, 60F	0.8616
Pounds Per Gallon	7.17
<b>Item #6</b>	
<b>Dexron VI Automatic Transmission Fluid</b>	
Typical Properties	
Viscosity @ 40C, cST	29.8
Viscosity @ 100C, cST	6.0
Viscosity Index	151
Color, Typical	7.0
Appearance	Red
Brookfield Viscosity @ -40C, max, cP	15,000
Pour Point, F (C)	-40 (-40)
Flash Point, COC, min F (C)	403 (206)
Specific Gravity, 60F	0.846
Pounds Per Gallon	7.05

<b>Item #7</b>	
<b>Mercon LV Automatic Transmission Fluid</b>	
Typical Properties	
Specific Gravity @60F (15.6C)	.842
Density, lb/gal	7.01
Flash Point, COC, C (F)	216 (421)
Viscosity:	
cST @100C	6.0
cST @ 40C	29.6
cST @-40C	10,200
Viscosity Index	155
Pour Point, C (F)	<-48 (<-54)
<b>Item #8</b>	
<b>Mercon SP Automatic Transmission Fluid</b>	
Typical Properties	
Specific Gravity @ 60F (15.5C)	.849
Density, lb/gal	7.08
Flash Point, COC, C (F)	218 (242)
Viscosity:	
cST @100C	5.17
cST @ 40C	27.3
cST @-20C	819
cST @ -40C	8610
Viscosity Index	155
Pour Point, C (F)	-45 (-49)
<b>Item #9</b>	
<b>Heavy Duty Synthetic Transmission Fluid SAE 50</b>	
Typical Properties	
API Classification	GL-4
AGMA Grade	4
Gravity, ASTM D 4052, API	33.1
Pounds Per Gallon	7.16
Flash Point, ASTM D 92, F (C)	435 (224)
Pour Point, ASTM D 97, F (C)	-49 (-45)
Color, ASTM D 1500	2.0
Viscosity, ASTM D 445, cST at 40C	128
Viscosity, ASTM D 445, cST 100 C	17.6
Viscosity Index	151
Brookfield Viscosity, ASTM D 2270	
cP at -18C	6,835
cP at -26C	-
cP at -40C	<120,000
Foam Test, ASTM D 892	Pass
Copper Corrosion, ASTM D 130	1A
Rust Protection, ASTM S A/B	Pass

<b>Item #10</b>	
<b>Autran Syn 295</b>	
Typical Properties	
Viscosity, ASTM D-445. cST	
@ 40C (104F)	37.7
@100C (212F)	7.35
Brooksfield Viscosity, ASTM D-2983, cP@-40C (-40F)	8,150
Viscosity Index, ASTM D-2270	165
Specific Gravity, ASTM D-287, @ 16C (60F)	0.845
Flash Point, ASTM D-92, C/F	235/455
Fire Point, ASTM D -92, C/F	272/522
Pour Point, ASTM D-97 C/F	-60/-76
Foam Resistance Test, GM6417M @ 95C and 135C	No Foam
KRL Shear Test, % Viscosity Loss @ 20 hrs	3.8
Rust Protection, ASTM D1748 (modified)	No Rust
<b>Item #11</b>	
<b>Valvoline Multi Purpose Grease 120lb drums</b>	
Typical Properties	
NLGI Grade	2
Soap Base	Lithium
Texture	Smooth
Color	Dark Amber
ASTM Worked Penetration @77F	278
ASTM Dropping Pt. F	350
Rust Test (D 1743)	Pass
Timken Ok Load, lbs.	35
Kinematic Vis @40 C, cST	177.4
Kinematic Vis @ 100C, cST	15.4
Pour Point C	-10
<b>Item #12</b>	
<b>Multi Purpose EP#2 Tube Grease (Mp/EP2)</b>	
Typical Properties	
Dropping Point, F (ASTM D 2265)	390
Penetration (ASTM D 217)	
Unworked	278
Worked 60 Strokes	280
Worked 10,000 Strokes	
Mineral Oil	
Viscosity (ASTM D 445)	
@40C, cST	181
@100C,cST	14.4
Viscosity Index	71
Viscosity (ASTM D 2161)	
@100F	982
@210F	77.4
Color	Green
Weight, LBS, Per Gallon, 16.8C	7.84

Percent Soap	5.4
Soap, Type	Conventional, Lithium
Rust Prevention (ASTM D 1743)	Pass
Oxidation Stability (ASTM D 942), lb loss/100hrs	3
Extreme Pressure	
Timken, OK Load, lb.	40
Four-Ball	
Weld Point, kgf	315
LWI	40
<b>Item #13</b>	
<b>Windshield Washer Fluid</b>	
Typical Properties	
Specific Gravity 20/20 C	D891 Method A
Pounds Per Gallon	
Boiling Point	d86
Pour Point	d97
VOC Content Wt	
PH	E70
Flash Point	D56
<b>Item #14</b>	
<b>Heavy Duty Synthetic Gear Lubricant 80W140</b>	
Typical Properties	
API Classification	GL-5
AGMA Grade	5-6
Gravity, ASTM D 4052, API	31.5
Pounds Per Gallon	7.23
Flash Point, ASTM D 92, F (C)	410 (210)
Pour Point, ASTM D 974, F (C)	-54 (-48)
Color, ASTM D 1500	1.5
Viscosity, ASTM D 445, cST at 40C	273
“ “ cST at 100C	29.1
Viscosity Index	142
Brookfield Viscosity, ASTM D 2270	
cP at -18C	22,700
cP at -26C	60,950
cP at -40C	-
Foam Test, ASTM D 982	Pass
Copper Corrosion, ASTM D 130	1A
Rust Protection, ASTM D A/B	Pass
<b>Item #15</b>	
<b>High Performance Rear Axle Lubricant 75w-140</b>	
Typical Properties	
Ford Specification	WSL-M2C192-A
API Service	GL-5/SAE J2360
Specific Gravity @ 60F (15.6C)	0.86
Density, lb/gal	7.25
Flash Point, COC, F (C)	374 (190)
Viscosity;	



cST @100C	25.6
cST @ -40C	135,000
Viscosity Index	168
Pour Point, F (C)	-49 (-45)
<b>Item # 16&amp;17</b>	
<b>Premium CJ-4 15w40 Motor Oil</b>	
Typical Properties	
API Gravity	.882
Flash Point COC<C> (F)	236C-457F
Pour Point ASTM C/F	-30C/457F
Viscosity cST @ 40C	101
Viscosity cST @ 100C	13.5
Viscosity Index	135
ASH, Sulfated WT%	1.0 Max
API Service	CJ-4/SM
Total base number	10.1
<b>Item #18&amp;19</b>	
<b>Synthetic Blend 5W20 Motor Oil</b>	
Typical Properties	
Specific Gravity at 15.C	32.6
Flash Point COC <C>	218
Pour Point	-33
Viscosity, cST at 100C	10.7
cP at -30C	6600 max
cP at -25C	
Viscosity Index	158
Noack Volatlility %	15 Max
ISLAC Performance	GF-4
API Performance Level	SMEC

#### **4. 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.

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.

#### **5. QUESTIONS AND CLARIFICATIONS**

All requests for clarifications of the RFB process and document content should be directed to Gunda Angelica at [gangelic@sedgwick.gov](mailto:gangelic@sedgwick.gov). All questions must be submitted in writing by 5:00 p.m. May 6, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/Finance/Purchasing.asp](http://www.sedgwickcounty.org/Finance/Purchasing.asp) by 5:00 p.m. May 8, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums on their response form.**

## **6. TENTATIVE TIMELINE**

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

Distribution of Request for Bid	<b>April 30, 2013</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	<b>May 6, 2013</b>
Addendum Issued	<b>May 8, 2013</b>
Sealed bids due before 1:45pm CDT	<b>May 14, 2013</b>
Evaluation Period	<b>May 14-15, 2013</b>
Board of Bids and Contracts Recommendation	<b>May 16, 2013</b>
Board of County Commission Award	<b>May 22, 2013</b>

## **7. INSURANCE REQUIREMENTS**

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

## **8. 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.

## **9. 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.

## **10. 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, 8<sup>th</sup> Floor, 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 Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
  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 Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
  18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
  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 successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
  21. 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.
  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. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
  24. If a vendor 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.
  25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred,

- suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. 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.
  27. 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.
  28. 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.
  29. 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.
  30. 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.
  31. 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.
  32. 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.
  33. 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.
  34. 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 (Page 1)**  
**#13-0059**  
**OILS AND FLUIDS**

The following products should be priced according to the unit of measure shown.

	<b>Product</b>	<b>UOM</b>	<b>Brand Quoting</b>	<b>Pricing</b>
1.	Hydraulic Oil #68	75		
2.	Hydraulic Oil #68	4		
3.	Service Pro-Automotive all makes & models Antifreeze, Pre-mix	5		
4.	Eco Ultra Heavy Duty Extended Life Diesel Antifreeze, 50/50 Pre-mix	6		
5.	Mercon V ATF	159		
6.	Dexron VI ATF	20		
7.	Mercon LV ATF	1		
8.	Mercon SP ATF	2		
9.	Heavy Duty Synthetic Transmission Fluid SAE 50	0		
10.	Autran Syn 295	4		
11.	Valvoline Multi Purpose Grease (lithium #2)	3		
12.	#2 Tube Grease (Mp/EP2)	73		
13.	Windshield Washer Fluid	12		
14.	Heavy Duty Synthetic Gear Lubricant 80W140	1		
15.	High Performance Rear Axle Lubricant 75w140	19		
16.	15w40 Motor Oil Premium CJ4 oil	1800		
17.	15w40 Motor Oil Premium CJ4 oil	1		
18.	5W20 Motor Oil	1300		
19.	5W20 Motor Oil	2		

Percent Discount From List Price Offered: \_\_\_\_\_

Contract period will be for one (1) year.

**BID RESPONSE FORM (Page 2)**

**#13-0059**

**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.

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

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

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

\_\_\_\_\_ **Pricing through May 21, 2014, must remain firm.**

**(Initial)**

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Signature \_\_\_\_\_ Date \_\_\_\_\_