



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

REQUEST FOR PROPOSAL
#14-0034
ONE-TON TRUCK

March 20, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain proposals from vendors to provide one (1) ONE-TON TRUCK, for Fleet Management's use. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this Request for 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, one (1) copy and one (1) electronic copy on disc 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, April 08, 2014. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. 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.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., CDT on the due date. No information other than the respondent's name will be disclosed at bid opening.

QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Gunda Angelica at gangelic@sedgwick.gov and Penny Poland at ppoland@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CDT, March 25, 2012. 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 by March 28, 2014. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

Gunda Angelica
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. 65, 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. 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.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

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 503,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, 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. In accordance with the specifications outlined here, it is the intent to receive proposals to provide one (1) ONE-TON TRUCK, regular cab, four-wheel drive with dual rear wheels, flat bed, and front mounted snow plow.

3. MINIMUM QUALIFICATIONS

The successful proposer must:

- 3.1 Have experience with the equipment, technical ability, personnel and facilities to properly complete, coordinate and administer the contract, if awarded.
- 3.2 Have proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents.
- 3.3 Provide products/services following all applicable federal, state, and local laws, regulations, and ordinances.

4. GENERAL REQUIREMENTS

- 4.1 Must be new current production model.
- 4.2 Provide manufacturer name, model proposed and include specifications.
- 4.3 Provide a lead time for production.

5. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

The following specifications are provided for procurement of one (1) each, One-Ton Truck for Public Works.

- 5.1 Any items appearing in the equipment manufacturer's regular published specifications furnished by the proposers are assumed included in the proposer's response.
- 5.2 All items proposed to be factory installed unless authorized by Sedgwick County Fleet Management.
- 5.3 Proposers meeting the specifications may be required to demo the proposed model of equipment to Fleet Management and Public Works before award.
- 5.4 Price proposal must include delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas

67213.

- 5.5 Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and MSO has been delivered.
- 5.6 After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021W. Stillwell St., Wichita, KS. Please contact Penny Poland at 316-660-7477.
- 5.7 Technical manuals must be invoiced separately.
- 5.8 Contract pricing for labor and parts will be established for three (3) years. This contract will cover any work or repairs needed that do not fall under warranty work and will include like equipment owned by the County.
- 5.9 **General specifications are as follows: Vendor shall indicate in the “Yes”/”No” column if their proposal complies on each specific item. Any additions, deletions, or variations from the following specifications should be clearly identified and detailed in a response using the corresponding specification number.**

SPECIFICATIONS		MEETS SPECIFICATION	
		Yes	No
5.10	One-Ton Truck regular cab four-wheel drive with dual rear wheels with flat bed and front mounted snow plow		
5.11	Gross vehicle weight (GVW): 15,000 lb.; 5000 front, 10,000 rear		
5.12	Cab: Regular full-sized		
5.13	Frame: 60” CA		
5.14	Transmission: Automatic with overdrive, with heavy duty transmission oil cooler		
5.15	Engine: 6.5L, V-8 Diesel engine		
5.16	Steering: Power steering with tilt, cruise control		
5.17	Transfer case: Electric factory standard		
5.18	Rear differential: Heavy duty ratio to be determined by manufacturer		
5.19	Front hubs: Factory standard auto locking		
5.20	Cooling system: Heavy duty cooling system with extended life coolant		
5.21	Fuel Tank: Thirty (30) gallon capacity		
5.22	Electrical: 95 amp alternator with two (2) 600 CCA batteries		
5.23	Instruments: Direct reading gauges along with warning lights		
5.24	Radio: AM/FM factory standard		
5.25	Color: Exterior White, interior blue or gray		
5.26	Seat: 60/40 bench type, vinyl floor		
5.27	Glass: Factory installed tinted		
5.28	Tires: All season BSW radials		
5.29	Heat/air conditioning: Factory installed		
5.30	Brakes: Factory power		
5.31	Wipers: Intermittent wipers, window washer		
5.32	Accessories: Power windows, power door locks, electric heated mirrors, outside temp sensor		
5.33	Towing package: With receiver hitch		
5.34	Flat Bed:		
a.	Winkel model D8594. Length 9’4” , Width 101”, 1/8” tread plate floor, stake pockets and rub rail on sides only, 5’ structural channel long sills , 2” structural channel cross sills on 12” centers , 2” tubular bulkhead with screened window, tapered to match cab, recessed fuel fill cups, ICC recessed marker lights, mud flaps & mud flap brackets, painted gloss black, recessed stop/turn & tail & backup lights, receiver tube, 6” steel removable side rails with gussets at the rear for a tail board		
b.	Strobe light Class 1, SAE J595 47” LED strobe light bar mounted to headache rack. Equal to or better than Code 3 model 2747A1CCH.		
5.35	Snow Plow:		
a.	Western Model Wide-out.		
b.	Blade assembly		

c.	Moldboard- retracted 8' (96") wide X 26" high, 12 ga. (0.104") steel sheets formed to a 17" radius with a single bent top curl. Expanded width is 10' (106"). Wing constructed of 12 Ga. (0.104") steel formed to a 17" radius with a single bent top curl.		
d.	Ribs – 63/16" (63"?) wide, depth varies from 7" to 17" though radius. Dual power bars run alongside back of blade for additional strength.		
e.	Cutting edge – Center moldboard: ½" X 6" high carbon steel. Each attached with ten grade 5-5/8 carriage bolts. Wings: one 1-1/2" X 17" X 9" polyurethane edge per wing with three grade 8-½" carriage bolts per side.		
f.	Blade Trip Pivot – two 1" diameter steel pins.		
g.	Plow width – Retracted: 8' (96"), Expanded: 10' (120"), Scoop: 8' 10" (106")		
h.	Trip springs – Four, 2.38" OD X 0.39" diameter, C1060, hard drawn stress relieved wire, preloaded, with 0.63" X 4" eyebolts		
i.	Blade guides – two highly visible, poly blade guides with reflective decal tips.		
j.	Plow Angling – 26 degrees right and left.		
5.36	A-Frame & Quadrant:		
a.	A-frame: Electrically welded, reinforced 3" X 3" X .188" wall structural steel side tubes with ½" thick, formed nose plate and integral attachments for angling rams to receive 1" diameter pins		
b.	Rear of A-frame has accommodation for angular movement of tubular structure that pivots about the center of the A-frame. This allows the blade to follow the contour of the plowing surface when there are differences in elevation from the driver side to the passenger side of the plow		
c.	Lift Chains – two 0.25" grade 43 high-test steel with 2600 lb. working load limit, attached with 0.38" U-bolts		
d.	Quadrant: Electrically welded, reinforced 5" OD X 3" X 0.25" wall structural steel tube with ½" thick nose plates and integral attachments for angling rams to receive 1.00" diameter pins.		
e.	A-frame to quadrant angle pivot – 1.00" diameter grade 5 bolt		
5.37	Lift Frame:		
a.	Lift frame to have provision for attachment of out front hydraulics and light kit.		
b.	Lift arm – ½" X 2" formed bar welded with a 12 Ga. steel cover.		
c.	Two plow stands – self storing and adjustable integrated into the plow attachment mechanism. Connecting hook and lever with integral with a ½" lock pin.		
d.	Lift frame – Two piece lift frame with tubular construction. Lower lift frame to include drive in plow alignment horns		
5.38	Mount:		
a.	Custom designed, electrically welded, structural steel mounting readily adaptable to truck frame.		
b.	It shall be attached to truck with grade 5 fasteners		
c.	Vehicle, with mount attached, shall meet federal motor vehicle safety standards by compliance or by vehicle manufacturing approval.		
d.	Removable receiver brackets for additional ground clearance		
5.39	Paint:		
a.	Plow blade shall be made of shot blasted steel and cleaned with phosphate solution and have baked-on epoxy primer and red polyester powder coating.		
b.	A-frame, Quadrant and lift frame shall be made of shot blasted steel and cleaned with phosphate solution and have baked on epoxy primer and black powder coating		
5.40	Hydraulics:		
a.	Electric solenoid activated and detachable with lift.		
b.	Front mounted hydraulic unit consisting of a fixed displacement gear pump, with 2250 PSI system relief, direct tang driven by a 4-1/2" 12 volt motor		
c.	Pump with filter screen shall be immersed in bolt-on reservoir		
d.	Main valve manifold shall contain three-top mounted and covered solenoid cartridge valves. Secondary valve shall contain 2 driver side and 1 curb side mounted and covered solenoid cartridge valves. Cushion relief valves set at 4000 PSI and a quill adjustment screw to adjust blade drop speed.		
e.	One 1-1/2" X 8" lift ram and two 13/4" X 11" double-acting angling rams each with piston and packing nut seals, a wiper ring and a packing nut.		
f.	Hydraulic hoses shall be ¼" & 3/8" steel braided SAE 100R1 & 100R17.		

g.	Hydraulic unit shall be controlled by a soft touch, handheld in cab control. Control shall be equipped with on/off and mode buttons and indicator lights. Control can be dash mounted.		
h.	In cab control shall be connected to valve manifold and to the motor through an auxiliary 12-volt multiplexed harness. Power and control harness to have quick disconnects and covers at the grill.		
i.	Control shall allow plow to be in float when lowered and be able to perform any wing functions when in float.		
j.	Unit shall be a "low side" drive system, which provides positive potential continuously with a switched ground to control the solenoids.		
k.	Unit shall possess programmable security lockout feature		
l.	Unit shall possess programmable hydraulic soft stop feature		
m.	Unit shall possess programmable one touch float feature		
n.	Hydraulic fluid shall be MIL5606 equivalent standard transmission fluid (ATF) or aircraft hydraulic oil for low temperature operation.		
o.	Cycle times: Lift 2.0 sec; Angle 1.5 sec; Vee to scoop 3.25 sec; scoop to vee 2.0 sec; Single wing extend 1.75 sec; single wing retract 1.0 sec.		
p.	Hydraulic unit shall stay with plow when plow is disconnected from truck		
5.41	Light Kit		
a.	Composite dual beam headlamps equipped with an H13 halogen bulb plus combination park and turn signals.		
b.	Vehicle specific pre-wired harness with plug-in module requiring no headlamp wire splicing		
c.	Plow and vehicle lights automatically selected through relay system		
d.	Heavy-duty flasher (when required).		
e.	Double stud mounting brackets		
f.	FMVSS 108 compliance for lights		
g.	Light and mounting bracket to stay with plow when disconnected from truck.		
5.42	Plow Removal		
a.	Blade assembly, A-frame, quadrant, lift with hydraulic unit and lights all to be removed in one step from truck as one complete unit.		
5.43	Salt Spreader		
a.	Mounting and installing of the county owned salt spreader (Salt Dogg)		
b.	Mounting and installing the controls for county owned salt spreader in cab		

6. SELECTION CRITERIA.

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each proposer's response as determined by meeting the following criteria (ranked in no particular order):

- Demonstrate clearly and completely your ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal
- Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein
- Proposing the equipment described herein with the most advantageous and prudent methodology to the County
- Purchase price
- Warranty and availability of equipment

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 selection interviews.

County reserves the right to reject any proposal, determine any irregularities, and make final determination for award.

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.

7. TIME IS OF THE ESSENCE

Time is of the essence for completion and delivery of vehicle in this contract. It is anticipated that delivery will be met in a timely fashion. Any delay in delivery described herein, shall result in the vendor being assessed liquidated damages. While the costs to the County in the event of a late delivery might not be easily and readily determinable, the liquidated damages are meant to include but not be limited to the County’s increased maintenance costs for existing vehicles, necessary rental costs suffered by the County, lost employee productivity, and the County’s inability to complete responsibilities, some of which are required by law and/or existing contracts.

Liquidated damages in the amount of fifty dollars (\$50.00) per vehicle per day shall be assessed for any late delivery. The County will deduct the total liquidated damages from the corresponding purchase order payment(s). At any point prior to the required delivery date, if the awarded vendor knows the vehicles will not be ready for delivery on the required delivery date, the vendor may contact the Sedgwick County Purchasing Department, which, based entirely upon its own discretion, may waive the liquidated damages for good cause shown. Any such request for a waiver shall be made by the vendor in writing and any such waiver by the Purchasing Department shall also be in writing.

7. TENTATIVE TIMELINE

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

Distribution of Request for Proposal to interested parties	March 20, 2014
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	March 25, 2014
Addendum Issued	March 28, 2014
Sealed proposals due before 1:45 p.m. CDT	April 08, 2014
Evaluation Period	April 09-16, 2014
Board of Bids and Contracts Recommendation	April 17, 2014
Board of County Commission Award	April 23, 2014

9. INSURANCE REQUIREMENTS

Workers’ 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, workers’ 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.

10. 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.

11. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a ninety (90) 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 by in-house or 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.

12. REQUEST FOR 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, 8th Floor, 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. Prior to a vendor being 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. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. 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. If the successful proposer 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.
25. 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.**
26. 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.
27. The successful proposer agrees 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.
28. The successful proposer agrees all 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.
29. 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.
30. 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.

31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. 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.

13. GENERAL CONTRACT PROVISIONS

The following appendix is language the County requires for all contracts that are entered into (if duplication exists, previous sections prevail). http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf.

14. PROPOSAL CONTENT

The proposal response should be organized in the following format and information sequence:

1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to deliver a quality product.
2. Provide a list of four (4) past or current client references; include organization, address, date of services, scope of services/product, contact person, telephone number, and an email address.
3. Clearly address in sequential order each of the minimum qualifications listed in Section 3.
4. Clearly address in sequential order each of the general requirements listed in Section 4.
5. Clearly address in sequential order each of the minimum mandatory requirements and specifications listed in Section 5. *Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
6. Provide copy of Insurance.
7. Provide complete warranty information.
8. Sign and return the completed signed Proposal Response Form that is provided on page 11.

PROPOSAL RESPONSE FORM

#14-0034

ONE-TON TRUCK

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 submitting 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 understands 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 WEBSITE 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/finance/purchasing.asp.

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

Qty.	Description	Unit Price	Extended Price
1 ea.	One-Ton Truck	\$	\$
Make/Model			
1 ea.	Manuals	\$	\$
Grand Total			\$
Delivery Date:			