



**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/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp)

**REQUEST FOR PROPOSAL**  
**#15-0042**  
**RUBBER TIRE EXCAVATOR**

April 27, 2015

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain proposals from vendors to provide one (1) RUBBER TIRE EXCAVATOR, for Public Work'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 Proposal. 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) electronic copy on CD or USB of the entire document with any supplementary materials must be completed and returned to:

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

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.

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, May 12, 2015**. 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 clock stamp in the Purchasing Department will determine the time of receipt.

A handwritten signature in black ink, appearing to read "Gunda Angelica", is written over a horizontal line.

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 508,000 persons. It is the sixteenth largest in area, with 1,008 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) RUBBER TIRE EXCAVATOR.

## **3. MINIMUM QUALIFICATIONS**

The successful proposer must:

- 3.1 Have experience with the equipment and technical ability and have 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 product/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 REQUIREMENTS AND SPECIFICATIONS**

The following specifications are provided for procurement of one (1) RUBBER TIRE EXCAVATOR 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 Price proposal must include delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas 67213.
- 5.4 After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021 W. Stillwell St., Wichita, KS. Please contact Penny Poland at 316-660-7477. Deliver to Rex Victory's attention.

- 5.5 Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and Manufacturer's Statement of Origin (MSO) has been delivered.
- 5.6 Manufacturer's ordering form must be included with proposal submittal for the purpose of ordering the vehicles.
- 5.7 Provide one complete set of manuals, including parts manual and repair and maintenance manual, including wiring schematics. Manuals shall be invoiced separately.
- 5.8 Operator manuals and parts manuals for all equipment mounted on vehicle shall be supplied, e.g., salt spreader control, plow and hoist control, trailer hitch, etc.
- 5.9 Provide complete diagnostic software, hardware or adapters, and scan tool to diagnose and repair vehicle trouble codes. If software is required to adjust and modify the electrical outputs for accessory equipment it shall be included as a part of this proposal. If software requires upgrades, it shall be included for three (3) years as part of this proposal, e.g., Cummins Insite, Allison software, etc.
- 5.10 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.
- 5.11 The winning proposal will provide operator training and assistance with calibration of the systems at a location to be determined by the County
- 5.12 **All requirements and specifications are intended to be minimum specifications and any additions, deletions, or variations from the following specifications must be noted by the vendor on the Proposal Response Form. Manufacturer's standard equipment presumed to be included unless otherwise specified. 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 corresponding specification number.**

SPECIFICATIONS		MEETS SPECIFICATION	
5.12.1	Weight	Yes	No
a.	Operating weight shall be not less than 42,000 lbs		
5.12.2	Engine		
a.	Diesel fueled		
b.	Turbocharged		
c.	SAE net rated 159 hp		
d.	Liquid cooled		
e.	Current 2015 emission standards		
f.	Shall have auto-idle mode to reduce engine speed when hydraulics are not in use		
g.	75 gallon fuel tank		
5.12.3	Transmission		
a.	2 speeds, High/Low, with a creeper range controlled by foot pedal		
b.	Road speed no less than 17 mph		
c.	Travel speed in creeper mode not to exceed 2.3 mph		
d.	Shall be capable of shifting on the fly.		
e.	Must be equipped with air ride		
5.12.4	Brakes		
a.	Parking brake that is spring applied and hydraulically released		
b.	Front and rear axle brakes that are maintenance free wet disc type		
5.12.5	Axles and Drive		
a.	All wheel drive with front axle lockable in any position		
5.12.6	Tires and Wheels		
a.	Single tires preferred 18R 19.5 XF		
b.	Will accept 10X20 dual tires and wheels with spacers for mud control		
c.	Traction type tires		

5.12.7	<b>Electrical</b>		
a.	12 and/or 24 vdc		
b.	50 amp alternator as a minimum		
c.	2 ea. 12 vdc maintenance free batteries		
d.	Wireless communication with a minimum of 3 year subscription plus training for Sedgwick county personnel, e.g., Komtrax, Visionlink, JDLINK)		
5.12.8	<b>Hydraulic system</b>		
a.	Variable displacement piston pump(s)		
b.	Load sensing		
c.	Pilot control system		
d.	Shall not lose hydraulic power while swinging house		
5.12.9	<b>Working Ranges</b>		
a.	Two-piece boom		
b.	Maximum digging depth from 18 ft to 22 ft		
c.	Arm/stick length of 8 ft to 10 ft		
d.	Rated bucket breakout force minimum of 25,000 lbs		
e.	Maximum reach at ground level between 30 ft and 34 ft.		
5.12.10	<b>Bucket</b>		
a.	Ditch cleaning 4-in-1 bucket with hydraulically activated gripping clam attached to tilting device equal to or better than Helac PT-10.		
b.	Capable of operating all movements at the same time		
c.	Must be equal to or better than a Helac PG 07-60"-21D power grip bucket.		
d.	60" width with a capacity of 1.5 yds.		
e.	Clam driven on both sides		
f.	No moving parts or obstructions inside bucket		
g.	Clam shall open to 120 degrees		
h.	Clam speed and torque shall be constant through full range of movement		
i.	Serrated edges on bucket shell and clam		
5.12.11	<b>Tilting Device</b>		
a.	Hydraulically activated bucket tilting attachment device that provides side to side bucket tilt ability and includes an integral mechanical quick coupler that is compatible with the carrier OEM's buckets.		
b.	Attachment must be sized according to manufacturer recommendation. Must be equal to or better than a Helac PT-10 Power Tilt.		
c.	Side to side bucket tilt of 134 degrees		
d.	Capable of using OEM specification buckets		
e.	Integral mechanical quick coupler		
f.	Must provide constant bucket tilt speed and torque through full range of movement		
g.	Bucket position holding must be two times the hydraulic tilt force		
5.12.12	<b>Cab</b>		
a.	Beverage cup/can holder		
b.	Coat hook		
c.	Floor mat, washable, with storage compartment		
d.	Left side console, tilt-able, with lock out for all controls		
e.	Literature compartment behind seat		
f.	Literature holder in right console		
g.	Mobile phone holder		
h.	Monitor and gauges with full color graphical display		
i.	Power supply, 12V-7A		
j.	Rear window, emergency exit		

k.	Skylight		
l.	Steering column capable of tilting for easy operator entry and exit		
m.	Storage area suitable for a lunch box		
n.	Sunshade for windshield and skylight		
o.	Cab to be mounted on vibration and noise resistant cab mounts		
p.	Equipped with high visibility cab		
q.	Safety tinted glass throughout		
r.	Adjustable front and side windows for increased visibility and air flow		
s.	Fully adjustable air ride seat with lumbar support and adjustable armrests and retractable seat belt		
t.	Pressurized and filtered ventilation system for forced air circulation		
u.	Factory installed air conditioning and heating with defrost		
v.	AM/FM radio		
w.	Gauges and/or electronic warning system for the following:		
	1. Engine oil pressure		
	2. Engine cooling system		
	3. Engine electrical system		
	4. Transmission oil temp		
	5. Hydraulic oil temp		
	6. Tachometer		
	7. Travel speed		
	8. Hour meter		
	9. Air filter restriction		
x.	Pre-wired 12 vdc for county-owned two way radio 1 batt, 1 ign, 1 grnd		
y.	Upper and lower front wipers with washers, constant and intermittent		
z.	Auto lube system installed and filled with manufacturer's recommended grease		
5.12.13	<b>Safety</b>		
a.	Cab mounted LED amber strobe light		
b.	Backup alarm		
c.	Cab door, fuel cap, and service door shall be lockable		
d.	Minimum number of work lights on top of cab, 2 front, 1 rear, & 1 on boom. Headlights not included as work lights.		
e.	Anti-slip on all walking surfaces		
f.	Shall have all required road lights, signals and mirrors		
g.	FOPS or FOGS equipped		
h.	All fluid levels to be checked from ground level		
5.12.14	<b>Outriggers</b>		
a.	Rear and front mounted outriggers		
5.12.15	<b>Warranty</b>		
a.	Describe Standard Warranty		
b.	PM's performed by winning proposal, including all necessary filters and fluids, due at proper intervals, for 1,500 hrs. or 3 years, whichever occurs first		
5.12.16	<b>Manuals</b>		
a.	Two (2) operators manuals		
b.	One (1) repair manual		
c.	One (1) parts manual		

## **6. TIME IS OF THE ESSENCE**

Time is of the essence for completion and delivery of vehicles 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 two-hundred and fifty dollars (\$250.00) 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.

County desires to have order delivered prior to December 30, 2015.

## **7. TENTATIVE TIMELINE**

The following dates are provided for information purposes and are subject to change without notice. Contact Gunda Angelica at (316) 660-7262 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>April 27, 2015</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	<b>May 1, 2015</b>
Addendum Issued	<b>May 5, 2015</b>
Sealed proposals due before 1:45 p.m. CDT	<b>May 12, 2015</b>
Evaluation Period	<b>May 13-June 2, 2015</b>
Board of Bids and Contracts Recommendation	<b>June 4, 2015</b>
Board of County Commission Award	<b>June 10, 2015</b>

## **8. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process and document content should be directed to Gunda Angelica at [Gunda.Angelica@sedgwick.gov](mailto:Gunda.Angelica@sedgwick.gov) and Penny Poland at [Penny.Poland@sedgwick.gov](mailto:Penny.Poland@sedgwick.gov). Questions must be submitted in writing by 5:00 p.m. CDT, May 1, 2015. 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 May 5, 2015. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

## **9. 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

Upon review of the proposals a "demonstration session" may be required and scheduled to evaluate the overall performance of each short-listed proposer at the demonstration site. It is essential that you be available for this demonstration upon request. Demonstrations will be time limited to 2-1/2 hours testing equipment including time spent with vendor and/or supplier. Shall vendor request demonstration out of state, vendor shall be responsible for travel arrangements and travel cost from Wichita, Kansas to demonstration site, and return, for a total of four (4) Sedgwick County employees.

The County will evaluate the following:

- Operator Rating – a County employee will operate the equipment to determine ease of handling and convenience, e.g., location of controls, smoothness of machine operation and ergonomic features
- Technical rating – County Fleet personnel will evaluate the ease of routine service and maintenance
- Maintenance cost that will be required of the County based on the results of the technical rating
- Cost
- Availability
- Safety Features
- Warranty

Those submitting a proposal do so entirely at their own 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.*

#### **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, 8<sup>th</sup> 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:
- 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;
  - 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;
  - 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;
  - 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,
  - 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/General\\_Contractual\\_Provisions\\_2013.pdf](http://www.sedgwickcounty.org/purchasing/General_Contractual_Provisions_2013.pdf)

### **14. PAYMENT AND INVOICE PROVISIONS**

Payment for all specified products/services to the successful vendor will be made following:

- Satisfactory delivery of all products and/or services described within these specifications
- Receipt of invoice. Invoices with Purchase Order number and delivery location shall be submitted to [AP\\_invoices@Sedgwick.gov](mailto:AP_invoices@Sedgwick.gov) or mailed to 525 N. Main St., Suite 823, Wichita, KS, 67203. Detailed provisions can be found at: [http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

### **15. 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, 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 minimum requirements/specifications listed in Section 5.  
*Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
5. Provide complete warranty information.

6. 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
7. Sign and return the completed Proposal Response Form that is provided on page 13 and 14.

**PROPOSAL RESPONSE FORM**  
**#15-0042**  
**RUBBER TIRE EXCAVATOR**

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 Proposer 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 \_\_\_\_\_

LLC \_\_\_\_\_ P.A. \_\_\_\_\_ Not For Profit Corporation \_\_\_\_\_ Other (Describe): \_\_\_\_\_

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 \_\_\_\_\_

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: \_\_\_\_\_ Yes \_\_\_\_\_ No

**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](http://www.sedgwickcounty.org/finance/purchasing.asp).

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

☐ Yes, I would like to be on the emergency vendor list. †

☐ No, I would not like to be on the emergency vendor list.

After Hours Phone #: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_

After Hours Fax #: \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

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

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

**PROPOSAL RESPONSE FORM**  
**RFP# 15-0042**  
**RUBBER TIRE EXCAVATOR**  
**(Part 2 of 2)**

Qty.	Description	Unit Price
1 ea.	Rubber Tire Excavator	\$
1 ea.	Operator manual for truck and for all equipment mounted on vehicle	\$
1 ea.	Parts manual for truck and for all equipment mounted on vehicle	\$
1 ea.	Repair and maintenance manual, including wire schematics	\$
<b>Grand Total</b>		\$

Contract pricing for labor and parts will be established for 3 years. This contract will cover any work or repairs needed on this equipment and other like equipment that doesn't fall under warranty work.

Description	Cost Year 1	Cost Year 2	Cost Year 3
Hourly labor rate	\$		
Parts: cost + markup %	%	%	%
Freight charge, pick-up and delivery (1 way)	\$		

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

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

Print Name\_\_\_\_\_ Dated \_\_\_\_\_