



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

REQUEST FOR PROPOSAL
#16-0047
ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADER

April 20, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain proposals from vendors to provide two (2) ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADERS, 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 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 USB drive of the entire document with any supplementary materials must be completed and returned to:

Britt Rosencutter
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, May 03, 2016**. 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 Britt Rosencutter at britt.rosencutter@sedgwick.gov and Penny Poland at ppoland@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CDT, April 25, 2016. 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 April 28, 2016. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

Britt Rosencutter
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 two (2) All-Wheel Drive, Articulated Center Wheeled Loaders. Item must be safe and easy to operate with loaded 4 yard bucket. Item shall have hydraulic adjustable utility/pallet forks 72" long.

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 two (2) All- Wheel Drive, Articulated Center, Wheeled Loaders, 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 proposed 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, 1021 W. 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 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 **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 bid 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 with 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	
		Yes	No
5.9.1	Operating Weight & Height:		
a.	40,000 lbs with general purpose 4 yd. bucket		
b.	Operating height fully raised, 18' minimum		
5.9.2	Engine:		
a.	Current production model Tier IV Final		
b.	Six cylinder diesel fueled and turbocharged		
c.	190 hp at rated rpm net		
d.	Block heater factory installed		
e.	Engine air pre-cleaner with operator warning device inside cab (monitor)		
f.	Dual stage fuel filter/water separator		
g.	Heavy duty trash resistant wide core radiator		
h.	Hydraulically driven auto reverse cooling fan capable of programming from operator station		
i.	Extended Life coolant -34F		
j.	Programmable auto idle shut down		
5.9.3	Transmission:		
a.	Automatic full power shift		
b.	Three (3)-function joystick with F-N-R and 3 rd function auxiliary lever		
c.	Four (4) speeds forward		
d.	Three (3) speeds reverse		
e.	Capable of forward speed of 22 mph		
f.	Capable of a reverse speed of 15 mph		
5.9.4	Axles/Differentials:		
a.	Four (4) wheel drive		
b.	Automatic differential lock. Prefer both front and rear differentials. Will also accept large capacity torque converter with automatic lock up.		
c.	Limited Slip/ Wheel spin control		
5.9.5	Brakes:		
a.	Service brakes; inboard, hydraulic actuated wet disc on 4 wheels, self adjusting, heavy duty		
b.	park brake; wet disc brake		
5.9.6	Hydraulic system:		
a.	Variable displacement piston pump design, pressure compensating system		

b.	Single lever operation for bucket control		
c.	Three (3)-spool valve with lever and piping to operate additional attachments.		
d.	Auto bucket return to dig (adjustable)		
e.	Auto boom height kick out control (adjustable from cab)		
f.	Auto boom return to carry control		
g.	Ride control		
h.	Quick coupler for bucket and attachments such as pallet forks & clam shell bucket		
5.9.7	Electrical system:		
a.	24 Volt System		
b.	Alternator output of 80 amps minimum.		
c.	Two (2) batteries, each with a minimum of 900 cca		
d.	Lockable master disconnect and battery box		
e.	Automatic idle shut down (programmable)		
f.	Electric horn		
5.9.8	Tire size:		
a.	23.5-R-25 Michelin brand		
5.9.9	Attachments:		
a.	Heavy duty general purpose bucket:		
	1. Capacity of 4 cubic yards with removable grapple attachment equal or better than Grabtech GA96		
	2. Bolt on replaceable cutting edge		
	3. Bucket breakout force minimum of 32,000 lbs		
	<u>Please note on specification 5.9.9 b. and c. that we are only requiring one (1) of each not one for each Loader.</u>		
b.	One (1) Separate new clam shell bucket, 3.25 yd. (aka 4 in 1 bucket) with bolt cutting edges capable of quick attachment		
c.	One (1) Separate set of new forks, measurements: length – 60” minimum, 82” maximum, width of each fork 7”, 93.5” minimum distance between forks at full spread		
d.	Quick coupler operated from inside cab.		
5.9.10	Cab:		
a.	Enclosed type with ISO and SAE approved FOPS and ROPS structure		
b.	Ergonomically positioned platforms, steps and handrails for entering and exiting the machine on the right and/or left side		
c.	Factory installed heater, defroster and air conditioning		
d.	Engineered for noise and vibration reduction		
e.	Intermittent front and rear windshield wipers with washers		
f.	Safety tinted glass		
g.	Air suspension seat		
h.	Rubber floor mats		
i.	Steering column telescopic and tilt		
j.	Outside heated rear view mirrors		
k.	Warning lights, gauges or monitoring display for the following		
	1. Battery or charging system		
	2. Engine oil pressure		
	3. Coolant temp and level		
	4. Hydraulic oil temp		
	5. Parking brake, brake oil pressure		
	6. Differential lock		
	7. Torque converter or transmission oil temperature		
	8. Fuel level		
	9. Transmission gear indicator		
	10. Speedometer		

	11. Hour meter		
	12. Turn signals		
l.	AM/FM radio		
m.	12 Volt outlet for county installed 2 way radio and capable of cell phone charger.		
n.	Color rearview monitor		
o.	Wireless communication, (ie; Vision Link, JD Link, Komtrax, etc.) with minimum 10 year subscription, training to Sedgwick County Fleet Personnel, plus any diagnostic equipment needed to diagnose problems on purchased loaders. All these items to be paid for by Vendor.		
p.	Sun visor front window		
5.9.11	Lighting – All lights must be LED:		
a.	All possible mounted machine work lights		
b.	Cab mounted driving lights		
c.	Rear mounted driving lights		
d.	Rear mounted tail lights		
e.	Front and rear mounted LED turn signals and 4 way flashers		
f.	Amber Strobe light. Must be LED.		
g.	Backup alarm/warning that meets OSHA regulations		
5.9.12	Other:		
a.	Fenders front and rear (1/4 fender accepted)		
b.	Quick release for attachments operated from cab		
c.	Rear hitch pin		
d.	Locking bar to prevent articulation when servicing machine		
e.	Loader boom service locking bar		
f.	Vandal protection to include the following:		
	1. Engine enclosure		
	2. Rear grille area		
	3. Fluid fills		
	4. Battery box		
g.	Front, rear transmission guards		
h.	Lift and tie down hooks		
i.	Fire extinguisher mounted in cab		
j.	All fluid levels checked from ground level		
k.	Lincoln auto lube system installed		
l.	Routine PM service to be paid and performed by dealer at 500 hr. intervals for 2000 hrs. or 3 years, including all filters and fluids required, plus technician and travel time		
5.9.13	Warranty:		
a.	Minimum of 3-year full machine warranty		
5.9.14	Provide the following information about your equipment:		
a.	Approximate life cycle cost based on 1,000 hrs per year for 10 years, approximate fuel usage, and approximate cost for emission system repairs.		
b.	Parts availability		
c.	Estimated price of common parts, e.g., filters, belts, hoses, bucket parts, ect.		
5.9.15	Include the following literature for Machine and Attachments:		
a.	Three (3) each operators manuals (2 for machines, 1 for shop)		
b.	Three (3) each parts manuals (2 for machines, 1 for shop)		
c.	Three (3) each repair manuals (2 for machines, 1 for shop)		

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.

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 at Public Works West Yard, 4701 S. West Street. It is essential that you be available for this demonstration upon request. 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(s) that will be required by the County based on the results of the technical rating.
- Cost
- Availability
- Safety Features
- Warranty

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.

8. TENTATIVE TIMELINE

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

Distribution of Request for Proposal to interested parties	April 20, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	April 25, 2016
Addendum Issued	April 28, 2016
Sealed proposals due before 1:45p.m. CDT	May 3, 2016
Evaluation Period	May 3-6, 2016
Board of Bids and Contracts Recommendation	May 12, 2016
Board of County Commission Award	May 18, 2016

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 shall 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

All times indicated in this solicitation document are central standard/central daylight as applicable.

In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable:

[Request for Proposal Conditions](#)

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). [General Contractual Provisions](#)

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 pages 9 & 10.

PROPOSAL RESPONSE FORM (Page 1 of 2)

#16-0047

ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADER

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 bid 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** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **EMAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

__African American (05) __Asian Pacific (10) __Subcontinent Asian (15) __Hispanic (20)

__Native American (25) __Other (30) - Please specify _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

__Not Minority -Woman Owned (50) __African American-Woman Owned (55)

__Asian Pacific-Woman Owned (60) __Subcontinent Asian-Woman Owned (65) __Hispanic Woman Owned (70)

__Native American-Woman Owned (75) __Other – Woman Owned (80) – Please specify _____

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 .

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

PROPOSAL RESPONSE FORM (Page 2 of 2)

#16-0047

ALL-WHEEL DRIVE, ARTICULATED CENTER, WHEELED LOADER

Qty.	Description	Unit Price	Extended Price
2 ea.	All-Wheel Drive, Articulated Center, Wheeled Loader	\$	\$
Make/Model			
3 ea.	Operator manuals	\$	\$
3 ea.	Parts manual	\$	\$
3 ea.	Repair manual	\$	\$
Grand Total			\$
Delivery Date:			

Contract pricing for labor and parts will be established for three (3) years. This contract will cover any work or repairs needed on this equipment and other like equipment that does not 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)	\$		

**If a contract has already been established with your company on a previous RFB/RFP please note the RFB/RFP # _____

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 _____