



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316-383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#16-0075**  
**OIL DISTRIBUTOR TRUCK – 3500 GALLON**

**July 29, 2016**

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide an OIL DISTRIBUTOR TRUCK – 3500 GALLON, for Public Work's use. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. To ensure that vendors have complete information prior to submitting a proposal, **a pre-proposal meeting has been scheduled for Wednesday, August 10, 2016 beginning at 10:00 a.m. CDT at Fleet Management located at 1021 Stillwell, Wichita Kansas.**

Sincerely,

A handwritten signature in black ink, appearing to read "Britt Rosencutter", written in a cursive style.

**Britt Rosencutter**  
**Purchasing Agent**

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### I. [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.

## **II. Background**

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, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

## **III. Project Objectives**

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide one (1) OIL DISTRIBUTOR TRUCK – 3500 GALLON. The following objectives have been identified for this contract:

1. Acquire one (1) OIL DISTRIBUTOR TRUCK – 3500 GALLON. Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.

## **IV. Submittals**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** three (3) copies, also one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials 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, TUESDAY, AUGUST 23<sup>th</sup>, 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.

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

## **V. Minimum Mandatory Requirements and Specifications**

The following specifications are provided for procurement of one (1) Oil Distributor Truck – 3500 Gallon 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
5.10	<b>FUNCTION</b>		
	The Distributor shall perform the following functions:		
a.	Fill tank by Distributor pump from outside source.		
b.	Circulate material in tank.		
c.	Circulate material in spray bar.		
d.	Spray at a constant desired application rate, regardless of variance in truck speed.		
e.	Return material in spray bar to tank by pump suction		
f.	Hand spray and allow hand spray hose to be cleaned by suction after use.		
g.	Return material in hand spray to tank by pump suction.		
h.	Transfer from an outside source to another outside source without having material enter Distributor tank.		
i.	Pump material back to supply source.		
j.	Automatically go from circulate in spray bar to spray mode and return to circulate without pushing material over relief valve. It is important that the distributor be capable of returning all material in the spray bar, hand spray, and distributing lines to the distributor tank by means of pump suction. This function is to be accomplished without reversing the asphalt pump. Unit shall use volumetric metering with no bypass when spraying to insure accuracy of application.		
k.	To be equipped with clean out system which flushes spray bar, spray bar lines, pump, and bituminous filters and leave not more than three quarts of cleaning solution in spray bar assembly.		
5.11	<b>TANK AND FITTINGS</b>		
a.	Capacity: 3500 U.S. Gallons minimum.		
b.	Shape: Oval in cross section, with the long axis horizontal.		
c.	Material: Shell to be 10 gauge steel. Tanks have 10 gauge steel heads, deep dished and flanged, welded to tank shell both inside and outside for strength and durability.		

d.	Surge Plate: tank to be supported with full section surge plate, deep dished and flanged, constructed of 10gauge steel. To be spaced to provide adequate tank strength and proper surge control. Openings shall be provided in the surge plates for the free flow of material to the pump and large enough for a man to crawl through.		
e.	Manhole: 20" inside diameter manhole with quick-opening cover.		
f.	Overflow: 3" diameter overflow, extending at least 6 inches above the liquid, and draining internally only through the bottom of the tank in such a location as to clear all chassis members.		
g.	Insulation: 2" fiberglass 1 lb. density with spacers to prevent compression, protected by aluminum jacket sheet (.040").		
h.	Tank Mounting: Mounting saddles shall be full bolster style. Includes aluminum fenders.		
i.	Tank Gauge: Float type, with dial calibrated in 100 gallon increments both front and rear of tank.		
j.	Measuring Stick: Aluminum, calibrated in 50 gallon increments. To be designed and calibrated to read tank contents without dipping stick into material.		
k.	Spillage collar and overflow drain, including refiner's platform and ladder with folding walk rail (air operated).		
l.	Tank design and construction to meet all applicable Federal Cargo Tank Regulations 49 CFR 173.247 and including DOT-406, HM-183, HM-198A, with consideration for hot asphalt products. Must have ASME tank approval number to assure that federal cargo tank regulations are met.		
m.	Power wash-down system to be included on rear of truck. System to be equipped with 15' of hose and use spray gun to "atomize" solvent (liquid/air mixture) for maximum coverage on rear of machine while using least amount of cleaning solvent.		
5.12	<b>Power Unit</b>		
a.	Hydrostatic transmission consisting of the following.		
b.	Pump: Infinitely variable displacement pump with minimum displacement of 3.1 cubic inches per revolution axial piston type. Electronic stroker control.		
c.	Motor: Piston motor with gearbox. 1.53 cubic inch per revolution displacement, direct coupled to asphalt pump. Entire transmission unit shall be capable of operating speeds up to 2800 rpm. Hydraulic oil may reach temperature up to 200 degrees without damage to the unit. Unit shall have internal valving and shall be fitted with relief valve and high oil temperature signal in cab.		
d.	Hydraulic Lines: High pressure hose with swaged type split flange "O" ring fittings, per S.A.E. standards. (90 series pump only). Low pressure hose installation shall be made according to transmission manufacturer's recommendations. Only top quality fittings, tubing, and hoses to be used.		
e.	Controls: Electronic micro-control of hydrostatic transmission for setting asphalt pump discharge rate shall be located in truck cab. Control to permit stopping the variable pump discharge without disconnecting the drive and be equipped with an override of the micro-control which shall allow increases in asphalt pump output for filling, sucking back, etc., without affecting application rate setting. Override control shall be located at rear of unit.		
f.	Reservoir: Minimum 20 gallon hydraulic reservoir with dial thermometer and level indicator.		
g.	Filter: A 10 micron replaceable cartridge type vacuum gauge shall be located in		

	the line between oil reservoir and hydrostatic pump.		
5.13	<b>BITUMEN PUMP</b>		
a.	Type: Positive displacement rotary gear type. 4-1/2" suction x 4" discharge.		
b.	Location: To be located below the bottom level of the tank so that the material will flow vertically from the suction to the discharging unit insuring complete drainage when tank contents valve is closed.		
c.	Capacity: Minimum of 400 gallons per minute		
d.	Self Flushing line from fuel tank or heating system to fill line. Includes minimum 20 gallon capacity fuel tank with float level gauge. Located away from burners for safe operation		
5.14	<b>HEATING SYSTEM</b>		
	Diesel fired burners 2 in quantity including:		
a.	Auto thermostat control		
b.	Continuous ignition while firing.		
c.	Two flue tubes to run through the tank and exit through exhaust stack at rear of tank		
d.	Exhaust stacks to be at rear of tank		
e.	Flue tubes and burners are to be located parallel on the bottom of each side of the tank to allow maximum heating capacity at minimal material level.		
g.	Stainless steel flue liners		
h.	Burners to be capable of running blower motor only without fuel to ensure proper cooling period for flue tube liner and burner assembly.		
5.15	<b>SPRAY BAR</b>		
a.	Full circulating 16 feet in length. Bar to have a minimum 12cu.in. cross section for high volume. Bar to travel at a maximum of 8' width when retracted.		
b.	Telescoping spray bar with straight line stop and start.		
c.	Spray valves to be on 4" centers. Valves to be internal poppet, no leak design.		
d.	With bar fully extended, operator to control 1' sections of bar on drivers side and passenger side for outside 4' (bar beyond wheel path). Bar to have 4" incremental control while using the telescopic feature to extend or retract the bar.		
e.	Electronic switch to control bar sections individually, as well as a gang on/off switch to be located in the cab		
f.	Bar to be equipped with center mount break-away system to protection in a collision. It will be a break away in both directions (forward and backwards).		
g.	Bar to be equipped with hydraulic extend and raise – lower with adjustable control for bar height stop.		
h.	Air solenoid valves to have independent check valve on rear of machine to ensure proper air pressure used in distributor functions.		
5.16	<b>AIR CONTROLS</b>		
	<b>Driver Operated Cab Control:</b>		
a.	Distributor shall be equipped with air controls. Air for the controls shall be obtained from the air system on the truck chassis. The Distributor air system shall include its own air reservoir (using of truck chassis reservoir not acceptable) with check valve set at 80 pounds to prevent loss of air on truck chassis brakes in case lines are ruptured. System shall have its own air line oiling device and controls shall be electric, located in cab convenient to operator.		

5.17	<b>Air Operated:</b>		
a.	All air solenoid valves and hydraulic solenoid valves are to be mounted to be accessible and serviceable from the ground without climbing on the machine.		
5.18	<b>TOOL BOX, FENDERS, ETC.</b>		
a.	All component boxes and storage boxes to be weather resistant.		
b.	Fender to be aluminum with proper mud-flap installation		
c.	Rear fog curtain between fenders and spray bar 8' wide made of rubber.		
d.	Large capacity tool box for caring all tools necessary for operation of the distributor.		
e.	Wet-storage box for storing any tool or components that need to be submerged in cleaning solvent. Tank must have bottom drain.		
5.19	<b>CONTROLS / INSTRUMENTATION</b>		
a.	Computer with in-cab operator controls which include:		
b.	Computer controlled switches for eight (minimum) preset application rates.		
c.	Distance/volume reset switch.		
d.	Application rate adjustment switch		
e.	Display select switch.		
f.	E-stop		
g.	Gang on / off spray bar.		
h.	Individual spray bar sections on / off.		
i.	In-cab instrumentation will include the following information on self-illuminated display(s):		
j.	Truck travel speed feet/minute or meters/minute.		
k.	Application rate in gallons/square yard or liters/square yard.		
l.	Pump rate in gallons/minute or liters/minute.		
m.	Resettable distance sprayed in feet or meters.		
n.	Resettable volume sprayed in gallons or liters.		
o.	Low tank level warning.		
p.	Warnings that travel speed and/or applications rate are beyond system capability.		
q.	Computer rate control system can be hooked directly to the truck engine or transmission or Radar type sensor to pickup ground speed		
r.	Master controls on rear of truck to include:		
s.	Load/Unload/Transfer		
t.	Tanks circulate.		
u.	Hand spray.		
v.	A clean-out cycle.		
w.	Burner on/off.		
x.	Thermostat burner control.		
y.	Manual pump speed control.		
z.	Manual pump directional control.		
5.20	<b>ACCESSORIES</b>		
a.	Hose trough for fill hose in lieu of hooks.		
b.	Thermometer well on side of tank.		
c.	Pencil thermometer.		
d.	Liquid sampling valve to be state approved for taking samples of liquid asphalt. Located in the rear tank head.		

e.	Hand Spray Attachment: Hand spray gun with cold handle and not less than 3 nozzles, with 25' of 3/4" flexible rubber hand spray hose		
f.	Strainers: Asphalt system to be designed so all liquid asphalt pumped to the tank, from the tank or to the spray bar must pass through a screen		
g.	Turn Signals: At rear of Distributor with truck supplying chassis control of signals.( all lights LED )		
h.	Light: Federal Standard 108 requirements, including reflectors, clearance and identifications lights. Wiring in loom.		
i.	All necessary special tools for operation and maintenance of the distributor shall be provided.		
j.	Painting: Distributor steel parts shall be painted Black Enamel		
5.21	<b>WARRANTY</b>		
a.	Minimum 24 month warranty of Distributor components.		
b.	With the bid shall be included manufacturer's descriptive literature and specifications on unit being bid, and a list of any exceptions to these specifications.		
c.	Bidder will supply 3each parts manuals and complete operating instruction manuals.		
d.	Bid shall include mounting on customer's chassis at factory and instruction of operator on maintenance and operation at factory		
5.22	<b>OTHER ITEMS</b>		
a.	Tank and Accessories:		
b.	Dial thermometer		
c.	Dual scale stick and dial (English and metric).		
d.	An additional cone type strainer in fill line in front of asphalt pump strainer. (With two extra cone strainers.)		
e.	Two extra pump strainers.		
5.23	<b>Power System:</b>		
a.	PTO off transmission in lieu of crankshaft drive.		
b.	Flywheel PTO. (chassis must be set-up with provisions)		
5.24	<b>Controls/Instrumentation:</b>		
a.	Electric analog gauges in lieu of computer control with digital readout.		
b.	Liquid asphalt temperature digital readout in computer display window.		
c.	Additional display in rear control box.		
5.25	<b>Miscellaneous Accessories:</b>		
a.	12' x 3" rubber fill hose with 3" female cam lock fittings with plugs.		
b.	Power mirrors.		
c.	L.E.D. Lights, Sealed system.		
d.	Hand Spray hose reel.		
e.	Aluminum hand spray gun with swivels.		
f.	3" Male cam lock fittings with caps on truck.		
g.	Fire Extinguisher		
h.	Back-up alarm		
i.	Wet storage box with drain plug and hinged lid.		
j.	Strobe lights.		
k.	Full set of nozzles for bar for Chip Seal with 12 extras.		



i.	Full set of nozzles for bar for Fog Seal with 12 extras		
5.26	<b>Peterbuilt Model 365 Chassis</b>		
5.27	<b>Engine:</b>		
a.	Paccar PX-9 370 with 1250 pounds torque		
b.	Must have right torque at rated rpm as required by Allison Transmission		
c.	Engine Brake		
d.	Turbocharged		
e.	Engine block heater		
f.	Heavy duty radiator with extended life coolant tested -34 degrees F.		
g.	2 Speed Fan Hub		
h.	Filter minder air restriction indicator		
i.	Engine safety shutdown for low oil pressure, high coolant temperature, and low coolant level.		
5.28	<b>Transmission:</b>		
a.	Allison 3000 RDS with a Fuller AT 1202 Aux transmission with 5 year extended warranty		
b.	Transynd Synthetic Oil		
c.	Auto-Neutral		
d.	Push button shift control mounted in/on dash.		
e.	PTO mount decided by body manufacturer		
5.29	<b>Steering:</b>		
a.	Dual power steering gears: Sheppard HD 94 dual		
5.30	<b>Front Axle:</b>		
a.	20,000 lbs. setback axle		
b.	10-hole piloted hubs		
c.	Low Maintenance Hub Package with adjustment free bearings.		
5.31	<b>Front Springs:</b>		
a.	16,000 lbs taper leaf with shock absorbers		
5.32	<b>Rear Axle:</b>		
a.	46,000 lbs. axle with full lock differential on rear and magnetic drain plugs in both.		
b.	Heavy Duty drive line		
c.	10-hole piloted hubs		
d.	Gear ratio to be determined by manufacturer (capable of maintaining normal highway speed of 72 mph fully loaded estimated 5.57 gear ratio).		
e.	Low Maintenance Hub Package with adjustment free bearings and extended life oil seals		
5.33	<b>Rear Suspension:</b>		
a.	Air-Trac 44,000 lbs. suspension		
5.34	<b>Brakes:</b>		
a.	Front-16 ½ x 6” cam brakes		
b.	Rear-16 ½ x 7” cam brakes		
c.	Automatic slack adjuster		
d.	Dual system air brakes with air tank drain valves		
e.	Parking spring brakes, both axles 3030 high output dual		
5.35	<b>Tires:</b>		
a.	Front – Equal to or better than Michelin XZY-2 315/80r 22.5 (20 ply ) or Bridgestone M860A		
b.	Front – 22.5x9 aluminum wheel pilot mount		

c.	Rear – Equal to or better than Michelin 11R-22.5 Street Tread (14 ply) or Bridgestone M710		
d.	Rear – 22.5x8.25 wheel pilot mount with hand holes		
5.36	<b>Wheel Seals:</b>		
a.	All wheel seals to be extended life oil type for bearings. Low maintenance		
b.	Dust shields all wheels		
5.37	<b>Fuel Tank:</b>		
a.	One (1) Aluminum 100 gallon fuel tank ( subject to space needed on frame rail for body install		
b.	11 gallon DEF tank		
5.38	<b>Frame:</b>		
a.	Heavy duty steel C-Channel frame rails. RBM is 2,136,000 in-lbs per rail.		
b.	120,000 PSI strength per rail		
5.39	<b>Hood and Fenders:</b>		
a.	Fiberglass tilting front hood and fenders		
b.	Front mud flaps on fenders		
5.40	<b>Front Bumper:</b>		
a.	Painted steel heavy duty		
5.41	<b>Electrical:</b>		
a.	160 amp alternator		
b.	12-volt system		
c.	Three (3) 12-volt maintenance free group 31 batteries. 2100 CCA		
5.42	<b>Air Compressor:</b>		
a.	18.7 CU.FT. Compressor		
b.	Bendix AD-IS Air Drier with heater		
5.43	<b>Cab &amp; Equipment:</b>		
a.	Non-Corrosive extended day cab (hucked cab preferred) with air ride		
b.	Fiberglass hood		
c.	Ignition and doors keyed alike. 3 sets each vehicle		
d.	Heavy duty door hinges		
e.	Tinted safety glass		
f.	Power door locks		
g.	Power windows		
h.	Driver seat – air ride high back with arm rests		
i.	Passenger seat – Standard with tool box under seat		
j.	3 – Point seatbelt		
k.	18” steering wheel with tilt and telescoping column		
l.	Cruise control		
m.	Factory Air conditioning/Heating system		
n.	Aero Rear View mirror motorized and Heated Integrated Convex		
o.	Two air horns on top of cab with covers		
p.	Radio – AM/FM with weather band		
q.	Cab prewired for county 2-way radio (12 volt)		
r.	Switch & wiring for PTO.		
s.	Electric windshield wipers with intermittent feature. Truck lights turn on when wipers are on.		
5.44	<b>Instrument Package:</b>		
a.	Electric speedometer & tachometer primary readout to be mph.		
b.	Hour meter		

c.	Voltmeter		
d.	Dual air pressure		
e.	Engine oil pressure		
f.	Water temp		
g.	Transmission temperature		
h.	Air filter restrictor		
i.	Fuel level gauge and DEF level and warning gauge		
5.45	<b>Warning package with warning lights and buzzer:</b>		
a.	High water temperature		
b.	Low oil pressure		
c.	Low air pressure		
d.	High beam		
e.	Turn signal indicators		
f.	Headlights halogen		
g.	Marker lights (5) ICC approved		
h.	Dual sun visors inside		
5.46	<b>Vehicle Color:</b>		
a.	Exterior White		
b.	Interior Dark Blue or Gray		
5.47	<b>Accessories:</b>		
a.	Cab lights		
b.	Turn signals		
c.	Clearance lights		
d.	Day Time running lights		
e.	Exterior grab handles (one left and one right)		
f.	Hour meter oil pressure activated		
g.	Steps on right side under cab		
h.	Exhaust single vertical muffler with stainless steel guard on right side with particulate filter mounted horizontal under or behind step.		
i.	Chrome muffler and curved standpipe to be mounted as close as possible to cab, and shall clear body to prevent damage to exhaust system.		
j.	Fire extinguisher mounted inside cab		
k.	First aid kit		
l.	Emergency triangle flare kit		
5.48	<b>Auto Lube System Installed:</b>		
a.	Operated by vehicle electrical supply.		
b.	Hold 4lb. (2 liter) NLGI #2 grease		
c.	Fully adjustable Interval Timing Setting		
d.	Operating pressure of 248 BAR (3600psig)		

V. **Sedgwick County's Responsibility**

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

## VI. Proposal Terms

### a. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at [britt.rosencutter@sedgwick.gov](mailto:britt.rosencutter@sedgwick.gov) by 5:00 p.m. CDT Tuesday, August 16, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CDT day of Friday, August 19, 2016. Firms are responsible for checking the website and acknowledging any addendums on their proposal response form.

### b. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of 10 years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
5. Municipal and County government experience is desired, however, the County will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

### c. Selection Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by meeting the following criteria:

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.

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 OR acquired 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.*

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the County’s review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The County reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

d. [Request for Proposal 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	<b>Friday July 29, 2016</b>
Pre-Proposal Meeting	<b>Wednesday August 10, 2016</b>
Questions and clarifications submitted in writing by 5:00 p.m. CDT	<b>Tuesday August 16, 2016</b>
Addendum Issued	<b>Friday August 19, 2016</b>
Sealed Proposal due before 1:45pm CST	<b>Tuesday August 23, 2016</b>
Evaluation Period	<b>Wednesday August 24-26</b>
Board of Bids and Contracts Recommendation	<b>Thursday September 1, 2016</b>
Board of County Commission Award	<b>Wednesday September 6, 2016</b>

e. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with two (2) one year renewal periods.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

f. [Insurance Requirements](#)

Liability insurance coverage indicated below 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 (**must be acknowledged on the bid/proposal response form**).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Commercial General Liability Insurance:</b>	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
<b>Workers' Compensation:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Occurrence	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
<b>Professional Liability</b>	
<b>If required</b>	

g. [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 provider's 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.

h. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful 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.

I. Proposal Conditions

<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Mandatory%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf)



## **VII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.

**VIII. Response Form**

**REQUEST FOR PROPOSAL  
#16-0075  
OIL DISTRIBUTOR TRUCK – 3500 GALLONS**

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

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:**  
\_\_\_\_\_ Yes \_\_\_\_\_ No

**PROPOSAL RESPONSE FORM (Page 2 of 2)**  
**#16-0075**  
**OIL DISTRIBUTOR TRUCK – 3500 GALLONS**

Qty.	Description	Unit Price	Extended Price
1 ea.	Oil Distributor Truck – 3500 Gallon	\$	\$
Make/Model			
3 ea.	Operator manuals	\$	\$
3 ea.	Parts manual	\$	\$
3 ea.	Repair manual	\$	\$
<b>Grand Total</b>			<b>\$</b>
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, pickup and delivery (1 way)	\$		

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

**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 \_\_\_\_\_

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

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

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