REQUEST FOR BID
#19-0020
CMS-1PC (SCRUB SEAL OIL)

April 18, 2019

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking bids for CMS-1PC (Scrub Seal Oil). If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CDT, April 30, 2019.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder’s response.

Sincerely,

Josh Lauber
Purchasing Agent – Buyer

JL/hp
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I. **Purpose**
Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 511,000 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.

Sedgwick County is seeking bids for CMS-1PC (Scrub Seal Oil), in accordance with the specifications outlined, for Sedgwick County Public Works.

II. **Submittals**
Carefully review this Request for Bid. 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** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Josh Lauber  
Sedgwick County Purchasing Section  
525 N. Main, Suite 823  
Wichita, KS  67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, April 30, 2019**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

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

III. **Scope of Work**
CMS-1PC is a cationic, water-based asphalt emulsion product containing a polymer modifier and used primarily as a rejuvenating scrub seal.

FOB Prepaid and Delivered, with delivery to various locations within Sedgwick County.

The asphalt emulsion for scrub seal shall be Grade CMS-1PC and meet the requirements of the following table:
Property | Test Procedure (AASHTO) | Specification (Min) | (Max)
---|---|---|---
**Emulsion Properties**
Viscosity, Saybolt-Furol, @ 77°F, SFS | T59 | 50 | 350
Storage, 24 hour, % | T59 | 1 | 1
Oil Distillate, % | T59 | 0.5 | 0.5
Sieve Test, % | T59 | 0.1 | 0.1
Residue by Distillation(1) @ 350° F, % | T59 | 60 | 60

**Residue Properties From Distillation**
Penetration @ 4° C, 200g weight, 60 sec | T49 | 30 | 30

**Residue Properties From Low Temp Evaporation**
T59 | T315 | Report Required | Report Required

**Polymer Properties**(2)
Swelling in rejuvenating agent, % max weight increase: 48 hrs | ASTM D471 Modified(2) | 40% | 40%
Tensile Strength (psi) | ASTM D412a Modified(2) | 800 | 800
Glass Transition Temperature (Tg) – Midpoint by DSC (°C) | ASTM D7426 Modified(2) | 0 | 0
Latex Density at 23° C (g/cm³) | ASTM D6937 Modified(2) | 1.00 | 1.05
Latex pH | ASTM E70 Modified(2) | 6.0 | 8.0

**Test on Rejuvenating Agent**
Flash Point, COC, °F | T48 | 380 | 380
Viscosity, 140 °F, CST | 201 | 50 | 175
Saturate, % by wt | ASTM D2007 | 30 | 30
Asphaltenes | ASTM D2007 | 1.0 | 1.0

**Test on Residue from RTFO**
Weight change, % | 6.5 | 6.5
Viscosity Ratio | 3 | 3

1. Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350° F Plus or minus 10° F. Maintain this temperature for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes.
2. Modifications for Polymer Properties testing are acceptable, subject to technical review.
3. The emulsion supplier shall receive quarterly certificates of analysis from both the polymer and rejuvenating agency manufacturers. The COA’s will be provided to the agency upon request.

**IV. Sedgwick County’s Responsibilities**
- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

**V. Bid Terms**

A. Questions and Contact Information
Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by 5:00 p.m. CDT April 22, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/) under the Documents column associated with this bid number by 5:00 p.m. CDT April, 23, 2019. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

#19-0020

*Sedgwick County….Working for You*
B. **Minimum Firm 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 Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Bidders shall:
1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. **All costs associated with meeting this requirement will be the sole responsibility of the vendor.**

C. **Evaluation Criteria**
An award will be made to the lowest responsible and responsive bidder.

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Request for Bid to interested parties</td>
<td>April 18, 2019</td>
</tr>
<tr>
<td>Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT</td>
<td>April 22, 2019</td>
</tr>
<tr>
<td>Addendum Issued by 5:00 p.m. CDT</td>
<td>April 23, 2019</td>
</tr>
<tr>
<td>Sealed Bid due before 1:45pm CDT</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Board of Bids and Contracts Recommendation</td>
<td>May 2, 2019</td>
</tr>
<tr>
<td>Board of County Commission Award</td>
<td>May 8, 2019</td>
</tr>
</tbody>
</table>

E. **Contract Period and Payment Terms**
A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for three (3) years with two (2) one (1) year options to renew.

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
[https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf](https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf)

F. **Insurance Requirements**
Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.**
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.

<table>
<thead>
<tr>
<th>Workers’ Compensation:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable coverage per State Statutes</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability Insurance:</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Aggregate, per project</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

**Automobile Liability:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined single limit</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

**Umbrella Liability:**

Following form for both the general liability and automobile

<table>
<thead>
<tr>
<th>Required/ Not Required</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional Liability/ Errors &amp; Omissions Insurance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Required/ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pollution Liability Insurance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Required/ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

**Special Risks or Circumstances:**

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

In addition to the above coverages, Contractor shall also provide the following:

<table>
<thead>
<tr>
<th>Builder’s Risk Insurance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.</td>
<td></td>
</tr>
</tbody>
</table>

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 bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposeragree all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder 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 bidder 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 Bid is the property of Sedgwick County.

I. **Bid Conditions**

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf

General Contract Provisions

Mandatory Contract Provisions
https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor
https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract
https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VI. **Required Response Content**

Bid response should include the following:
1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Pricing Sheet
5. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. **Response Form**

#19-0020

*Sedgwick County...Working for You*
REQUEST FOR BID
#19-0020
CMS-1PC (SCRUB SEAL OIL)

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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 bidder is entered; (4) they have read the complete Request for Bid 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 bid will be their responsibility.

NAME
_________________________________________________________________________________________________

DBA/SAME
____________________________________________________________________________________________

CONTACT
____________________________________________________________________________________________

ADDRESS ____________________________ CITY/STATE ______________ ZIP ______________

PHONE ____________________________ FAX ____________________________ HOURS ____________________________

STATE OF INCORPORATION or ORGANIZATION

COMPANY WEBSITE ADDRESS ____________________________ E-MAIL ____________________________

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
□ 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 #:____________________________

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_______

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 _________________________________
When can successful vendor start delivery after award of contract:

Price to include commodity and delivery to: Sedgwick County Public Works jobsite given at point of purchase (Address and/or Crossroad, Mile Marker within Sedgwick County) (See Sedgwick County Highway Map below)

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit of Measure</th>
<th>Description</th>
<th>Price Per Gallon</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>112,000(*)</td>
<td>Gallons</td>
<td>CMS-1PC (Scrub Seal Oil) Asphalt Emulsion per specifications listed in this document (vendor will deliver to various locations – FOB Delivered)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*Year 1 quantity, quantity subject to change in years 2, 3 and options to renew.