

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/

REQUEST FOR BID RFB #21-0076 ½ TON CREW CAB 4WD TRUCK W/SHORT BED

October 12, 2021

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for a ½ Ton Crew Cab 4WD Truck w/Short Bed. 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 1:45 pm CDT, Tuesday, October 26, 2021.

All contact concerning this solicitation shall be made through the Purchasing Department. 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 Department in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Britt Rosencutter Purchasing Agent

South Route

BR/lj

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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 514,000 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 a ½ Ton Crew Cab 4WD Truck w/Short Bed, 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) copy 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 pm CDT, TUESDAY, October 26, 2021**. Responses must be <u>sealed</u> 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. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

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

III. Scope of Work

Provide a ½ Ton Crew Cab 4WD Truck W/Short Bed.

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. <u>Bid Terms</u>

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 pm CDT, October 15, 2021. 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/ under the Documents column associated with this bid number by 5:00 pm CDT, October 18, 2021. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

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. Following specifications are for a ½ Ton Crew Cab 4WD Truck W/Short Bed.
- 2. All items bid are to be factory installed unless authorized by Sedgwick County Fleet Management.
- 3. Manufacturer standard equipment presumed to be included unless otherwise specified.
- 4. Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and MSO has been delivered.
- 5. Delivery of vehicle must be FOB to 1021 Stillwell, Wichita, KS, ATTN: Beau Bergeron. Contact phone number is 316-660-7477.
- 6. Maintenance manuals to be invoiced separately.
- 7. Vehicles must meet or exceed the following specifications, any additions, deletions, or variations must be noted.

| SPECIFICATIONS | | MEETS SPECIFICATION | |
|----------------|---|------------------------|----|
| | ½ Ton Crew Cab 4WD Truck W/Short Bed | Yes | No |
| 1. | Engine: Gas, V-8 with Heavy Duty Cooling system | | |
| 2. | Transmission: Automatic with Overdrive and Tow/ Haul Mode | | |
| 3. | Drive train: 4 Wheel Drive with Electronic Shift | | |
| 4. | Bed: 6ft. to 6.5ft. Bed | | |
| 5. | Tires: All Season / All-Terrain Radials | | |
| 6. | Brakes: Power 4 Wheel disc with ABS | | |
| 7. | Steering: Power with tilt wheel and Cruise Control | | |
| 8. | Wipers: Adjustable Intermittent with Washer | | |
| 9. | Mirrors: Electric Powered and Heated | | |
| 10. | Windows: Tinted, Electric Powered and Rear Window Defogger | | |
| 11. | Air Conditioning/ Heat: Factory Installed | | |
| 12. | Radio: AM/FM | | |
| 13. | Seats: Front seat to be a Cloth 40/20/40 | | |
| 14. | Running Boards: Factory Installed | | |
| 15. | Exterior: White | | |
| 16. | Interior: Gray or Blue | | |
| 17. | Keys: Keyless Entry Remotes with 3 sets of Keys | | |
| 18. | Tow Hooks: 2 hooks to be installed on Front | | |
| 19. | Tow Package: Receiver hitch and receiver with pintle hitch and 2 5/16" ball | | |
| 20. | Cab Protector: Louvered Cab Protector | | |
| 21. | Light Bar: Strobe light Equal to or better than Code 3 Model 21TR4712 amber light bar/ | | |
| | LED white alley lights and arrow stick includes 4150 rocker switch box mounted to the | | |
| | louvered cab protector. | | |
| 22. | Accessories: | | |
| a. | Power Door Locks | | |
| b. | Outside Temperature Sensor | | |

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 Department at (316) 660-7255 to confirm any and all dates.

| Distribution of Request for Bid to interested parties | October 12, 2021 |
|--|-------------------------|
| Clarification, Information and Questions submitted in writing by 5:00 pm CDT | October 15, 2021 |
| Addendum Issued by 5:00 pm CDT | October 18, 2021 |
| Sealed Bid due before 1:45 pm CDT | October 26, 2021 |
| Board of Bids and Contracts Recommendation | November 4, 2021 |
| Board of County Commission Award | November 10, 2021 |

E. Contract Period and Payment Terms

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

F. <u>Insurance Requirements</u>

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.

| Workers' Compensation: | | | |
|--|----------------|--|--|
| Applicable coverage per State Statutes | | | |
| Employer's Liability Insurance: | \$500,000.00 | | |
| Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent): | | | |
| Each Occurrence | \$1,000,000.00 | | |
| General Aggregate, per project | \$2,000,000.00 | | |
| Personal Injury | \$1,000,000.00 | | |
| Products and Completed Operations Aggregate | \$2,000,000.00 | | |
| Automobile Liability: | | | |
| Combined single limit | \$500,000.00 | | |
| Umbrella Liability: | | | |
| Following form for both the general liability and automobile | | | |
| Required / X Not Required | | | |
| Each Claim | \$1,000,000.00 | | |
| Aggregate | \$1,000,000.00 | | |

| Professional Liability/ Errors & Omissions Insurance: | | | | |
|---|----------------|--|--|--|
| Required / X Not Required | | | | |
| Each Claim | \$1,000,000.00 | | | |
| Aggregate | \$1,000,000.00 | | | |
| Pollution Liability Insurance: | | | | |
| Required / X Not Required | | | | |
| Each Claim | \$1,000,000.00 | | | |
| Aggregate | \$1,000,000.00 | | | |

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.

G. <u>Indemnification</u>

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 proposer agrees 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

http://www.sedgwickcounty.org/purchasing/pdf files/General%20Contractual%20Provisions.pdf

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

Federal Certifications Addendum Sedgwick County

 $\underline{https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf}$

VI. Required Response Content

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Completed and signed Bid Response Form.
- 3. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR BID RFB #21-0076 ½ TON CREW CAB 4WD TRUCK W/SHORT BED

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 | | ZIP | |
| PHONE | IONE FAXHOURS | | |
| STATE OF INCORPORATION or ORGA | NIZATION | | |
| COMPANY WEBSITE ADDRESS | E-MAIL | | |
| NUMBER OF LOCATIONS | NUMBER OF PERSONS EMPLO | OYED | |
| TYPE OF ORGANIZATION: Public Corp | oration Private Corporation | Sole Proprietorship | |
| Partnership Other (Describe): | | | |
| BUSINESS MODEL: Small Business | | | |
| Dealer Other (Describe): | | | |
| Not a Minority-Owned Business: | Minority-Owned Business: (Sp | pecify Below) | |
| African American (05) Asian Pa | acific (10) Subcontinent Asian (1 | 5) Hispanic (20) | |
| Native American (25) Other (30 | 0) (Please specify |) | |
| Not a Woman-Owned Business: | Woman-Owned Business: (Special | ecify Below) | |
| Not Minority -Woman Owned (50) | African American-Woman Owned (5: | 5) | |
| Asian Pacific-Woman Owned (60) | Subcontinent Asian-Woman Owned (| Hispanic Woman Owned (70) | |
| Native American-Woman Owned (75) | Other (Woman Owned) (80) Please sp | ecify | |
| ARE YOU REGISTERED TO DO BUSIN | ESS IN THE STATE OF KS:Y | esNo | |
| INSURANCE REGISTERED IN THE STA | ATE OF KS WITH MINIMUM BEST I | RATING OF A-VIII:YesNo | |
| ☐ Yes, I would like to be on the emer☐ No, I would not like to be on the en After Hours Phone #: After Hours Fax #: | nergency vendor list Emergency Contact Name: | | |
| ACKNOWLEDGE RECEIPT OF ADI vendor's responsibility to check and conf www.sedgwickcounty.org/finance/purcha | irm all addendum(s) related to this doc | cument by going to | |
| NO, DATED; NO | D | O, DATED | |
| | t, vendor acknowledges acceptance of | all sections of the entire document and has | |
| Signature | Title | | |
| Print Name | Dated | | |

Attachment A

| Description | Price | |
|--|-------|--|
| 1/2 Ton Crew Cab 4WD Truck w/Short Bed | \$ | |
| Parts Manual | \$ | |
| Service Manual | \$ | |
| Operators Manual | \$ | |
| To | otal | |
| Make/Model: | | |
| Order Cut Off Date: | | |
| Delivery Date: | | |