



SHAWNEE COUNTY

REQUEST FOR PROPOSAL (RFP)

Quotation Number: 065-23

Date Issued: 11-03-2023

Closing Date: 11-29-2023, 2:00pm

Vendor Name: _____

Address: _____

Phone Number: _____

THIS IS NOT AN ORDER

1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM

All vendors are required to create an online portal account (www.snco.us/purchasing) in order to receive or submit bid requests.

ITEM AND DESCRIPTION

Shawnee County is soliciting sealed bids for one (1) new/unused 2024 Heavy Duty Tandem Axle Dump Truck with, Stainless steel dump bed, Power-angle snowplow and snowplow mast, Sander controls, valving and wiring **minus sander box itself**. Galvanized steel sander stand and liquid de-icing systems per the following minimum specifications.

TECHNICAL SPECIFICATIONS

TRUCK SPECIFICATIONS:

ENGINE:

EPA 2020-compliant Turbo charged mid-range diesel SAE rated @ 350 HP / 1000 lb ft of torque minimum. The engine shall be diesel fueled wet sleeve design with 8.9 liters minimum, turbo exhaust brake controlled from a dash mounted switch. The engine shall have a low oil pressure and high engine temperature engine shut down system. The engine must use an S.C.R. system to achieve compliance with E.P.A. 2019 emission standards. The fan will have a Horton two speed air operated clutch. The DEF tank shall be 11 gallons minimum of usable volume, located on LH side of chassis. Exhaust must be RH under cab DPF/SCR

with RH SOC vertical tailpipe. Shall have Cummins 18.7 CFM air compressor. Shall have engine mounted Power core air cleaner w/constant torque SS clamps, pop-up air flow restriction indicator. Shall have immersion engine block heater 120V 1000W. Shall have multi-function engine connector for body builder; body builder harness to EOF for customer installed remote throttle control. Shall have 160 amp alternator; fuel cooler required; must have heated filter/water separator w/WIF sensor. Starter shall be 12V electrical system w/centralized power distribution. Batteries shall be have 3 group 31 threaded post (700) 2100 CCA. Battery box shall be cantilever aluminum BOC w/fiberglass cover, mounted on RH side.

TRANSMISSION:

Allison 3000 RDS 6-speed with touch pad shift, touch pad must be mounted in/on dash with easy access to driver. Heavy-duty external oil cooler and auxiliary oil filter.

FRAME:

Heavy Duty to carry dump body and sander. Frame shall be extended in front of full insert, and snowplow mast reinforced per manufacturer's standard. Wheelbase should be approximately 204" and provide a minimum of 19ft between center of front axle and center of extreme rear axle. Distance from back of cab to front of dump body shall not exceed 12"

GROSS VEHICLE WEIGHT RATING:

54,000 LB minimum.

REAR AXLES AND SUSPENSION:

40,000 LB rated capacity with 11 MM heavy duty housings, rear axle ratio to achieve 65 mph minimum but not to exceed 72 mph. Must have differential locks for both axles. Suspension must be Hendrickson Suspension HMX-400.

FRONT AXLE AND SUSPENSION:

18,000 LB rated capacity with oil hubs and front shocks, must have threaded spring pins.

STEERING:

Power.

BRAKES:

Power, Air with Puralator Pur-Air or Bendix air dryer system, rear with ABS; compressor rated 18.7 CFM minimum; air. Air tank bleeder shall be accessible from side of truck.

TIRES:

Front, Tubeless radial 315/80R22.5- mounted on 22.5 x 9 one-piece 5-hole, hub piloted, flanged nut, steel disc rims.

Rear, Tubeless radial 11R22.5- mounted on 22.5x 8.25 one piece painted steel rim, 5-hole, hub piloted, flanged nut.

ELECTRICAL:

12 Volt, 160-amp alternator minimum, triple (3) -700 CCA batteries.

GAUGES:

Engine oil pressure gauge, engine coolant temperature gauge, transmission oil temperature gauge, volt gauge, fuel gauge, tachometer, engine hour meter, air pressure gauge. Must have digital information screen located in center of gauge cluster that shows the above information.

ENGINE MONITORING SYSTEM:

Centrally located information screen in dash with lights and buzzer alarms for oil pressure & coolant temperature.

COOLING SYSTEM:

Liquid, Heavy Duty radiator compatible with front mount hydraulic pump, Winterized to -32 degrees below zero Fahrenheit.

CAB:

The unit must have aluminum & fiberglass fully hucked conventional cab/ with all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Shall have cab door bearing blocks, top & bottom. Hood shall be sloped, with the top factory painted with anti-glare flat black, with radiator mounted grill, mud flaps, & separate bumper. Shall have multiplex wiring; two spare switches wired to power. Driver & Passenger seat shall be an air suspension high back with lumbar support and vinyl upholstery with dual armrests. **Seat belts shall be orange.** Shall have AM/FM/WB Bluetooth radio with clock. Proper bracket and wiring provision for CB radio is required to include antenna & separate speaker.

Transmission touch pad must be mounted in/on dash with easy access to driver, under dash center console with cup holder & two 12V outlets. Shall have electric LH & RH windows and door locks. Dual mirrors shall be heated & motorized and cowl mounted; 7" x 13" w/ chrome shell; LH/RH convex mirrors 5" x 7". Shall have one single convex mirror 8 1/2" x 4 7/16" located on bottom of each mirror non-heated. Shall have exterior aerodynamic sun visor w/ integral marker lights; severe service reinforcements for aluminum cab sill; and Link Cab mate suspension. Shall have LED headlamps; electric backup alarm; junction box at end of frame. The unit shall have circuit breakers for stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, wipers, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses. The instrument panel shall have speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary & secondary air reservoir gauges & air application gauge trailer tow package. DEF level gauge and warning lamp; engine hour meter and outside air temperature readouts. Shall have self-cancelling turn signals w/column mounted headlight dimmer switch & dash

mounted intermittent wiper control. Shall have cab access contoured grab handles LH/RH, inside doorframe above dash. Shall have daylight door: LH/RH included RH peeper window. Shall have bug screen mounted front of grille. Shall have firewall mounted HVAC system for accessibility.

ACCESSORIES:

- 1000 Watt engine block heater 120 volt
- Rear audible back-up beeper mounted at rear of truck inside frame
- Fuel filter and bleeder system
- Entry grab handles, left and right
- Under hood air horn
- Tinted glass, all
- Variable speed, windshield wiper and washer (electric)
- Heavy duty fresh air heater and factory installed air conditioner
- Fuel tank with 100-gallon minimum capacity.
- Tilt type hood capable of opening with snowplow attached
- Heavy duty front bumper
- Two-(2) fender mounted pogo stick style convex mirrors, left and right
- Exterior cab visor mounted and painted to match truck color
- Side Arm electronically controlled spring type tarp cover installed.
- Air ride mounted cab suspension.

COLOR:

Exterior-- Red (International Red) with top of hood painted with non-glare black.

Interior—Grey & Black

LIGHTS:

All lights to be ICC approved and to conform to all Kansas and Federal safety requirements. Rear lights should be WHELEN LED for stop, tail & reverse. WHELEN LED for front & rear strobes. Lights must be mounted high and recessed in rear corner posts of bed. Two (2) strobe lights shall be mounted in front side of cab guard on top of cab. Two (2) snowplow lights shall be mounted on stainless steel brackets 8" off of front fenders of truck. Location of lights shall be approved by Shawnee County Public Works. All switches shall be mounted in cab within easy reach of driver with functions clearly labeled. All wiring shall be in weatherproof conduit where possible and secured in a professional manner.

HYDRAULIC PUMP: (421AK-L)

The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing type. The pump shall have a displacement of 4.88 cubic inches per revolution at maximum stroke which will deliver 20 GPM @ 1000 engine RPM. The pump shall have a minimum 2" inch suction line and ½" control drain line plumbed directly back to the reservoir. The pumps compensator shall have rear facing adjustments. The pump shall be rated for 4600 PSI maximum and 4000 PSI continuous. The pump shall have a SAE 2/4-bolt C type-

mounting flange and a SAE C 1.25" keyed shaft. The pump shall be Eaton 420 series or prior approved equal.

PUMP SHUT OFF VALVE:

A 1" high pressure ¼ turn ball valve shall be installed at the discharge port of the pump. The ball valve shall be rated to 5000 PSI and have SAE #16 ports.

The high pressure ball valve shall be a FA-HPBV-16 or approved equal.

PUMP MOUNTING:

The hydraulic pump shall be mounted with shaft centerline parallel to the crankshaft centerline and at a level to create not more than a three-degree angle and not less than a one-degree angle on the driveline. The pump mounting shall be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.

The pump mount shall be a Force America 1216A001/1085917 or approved equal.

PUMP DRIVE:

The hydraulic pump shall be driven directly off the engine crankshaft via a splined driveline to allow for movement. The driveline shall include grease fittings on both u-joints. There shall be a 4-bolt companion flange on both the engine crank side and the pump side. This will allow for easy driveline replacement without removal of the drive yoke from the pump shaft.

Driveline shall be Force America model 1310 series.

RESERVIOR:

Hydraulic reservoir shall be 30 gallon capacity, constructed of 12 gauge pickled steel, powder coated black, 3/16" thick angle iron mounting brackets and equipped with the following:

- Basket type filler breather cap
- ¾" Magnetic drain plug
- 2" NPT suction with 100-mesh screen type filter w/3 PSI bypass
- 5" Sight temperature gauge externally mounted
- Internal baffling
- 2" full flow brass ball valve

The hydraulic reservoir shall be equipped with an electric level or level/temperature sending unit to be wired to a panel and back lit for designated warning.

The reservoir shall be a Force America RES30ABLS

HYDRAULIC VALVE:

The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base. The manifold base shall

consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting. There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail. The dump body manifold shall be stacked next to the inlet section, and capable of 40 GPM with SAE #12 porting. All valve manifolds shall be manufactured from 6061-T6 aluminum and be anodized to MIL-A-8625F specifications. The hydraulic control valves shall be pulse-width modulated, proportionally controlled. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations. All segments shall have heavy-duty continuous duty coils and connections shall be with Din connectors. All coils shall operate at 12 VDC and require a maximum of 1400 mille-amps. Each segment shall be equipped with a manual override. The dump body segment shall be rated to 40 GPM, with all other segments rated to 20 GPM. If a double acting hoist is utilized, the dump body segment shall be equipped with a down side relief to protect the body down function. This relief shall be set to the hoist manufacturer's specifications. The valve shall include a main relief set at 2500 PSI.

Valve segments shall be FORCE America Add-A-Fold® 4020 model or prior approved equal.

The valve is to be arranged as follows:

- Hoist 3-way 40 GPM cylinder spool
- Plow lift Zero leak 3-way 7 GPM proportional cartridge
- Plow angle 4-way 21 GPM cylinder spool
- Conveyor 2-way 14 GPM proportional cartridge
- Spinner 2-way 7 GPM proportional cartridge
- Pre-wet 2-way 7 GPM proportional cartridge
- Brine Tank Existing Varitech brine tank

SPREADER CONTROL:

ELECTRONIC SPREADER CONTROL: (5100EX)

The electronic spreader control shall include proportional controls for Auger, Spinner, Pre-wet and Multi-Lane Anti-ice spreader functions, **with extra lead to operate existing Varitech brine tank** and shall be integrated into a small, rugged, plastic injection molded, control box. The controller shall also be capable of reversing auger and cross conveyor. The auger, pre-wet and anti-ice functions shall be operable in manual mode, open loop mode, and closed loop mode. Spread rates for granular, spinner, pre-wet and anti-ice shall have the ability to be adjustable inside of calibration. Materials shall be capable of being named. A security code shall be selectable in calibration to lock out undesired changes to the calibration settings. An optional supervisor USB key shall be available for quick access to the calibration menu. While in multi-lane mode the left, center and right lane ball valve outputs shall be controlled by comfortable, backlit rocker switches molded into the controller above

the display. When all of the lane valves are deactivated, the anti-ice shall enter standby mode automatically.

The controller shall be modular in design for ease of installation and service. The controller shall be capable of being mounted anywhere in the cab. A RAM mount shall be used to allow for easy installation and swivel capabilities. Wiring connectors shall be keyed with wiring labeled throughout. The spreader harness shall include DIN connectors that illuminate when the output is active. All components must be durable for long life and trouble free operation. Spinner and spreader control dials shall be on the right side of the controller to allow for a clear view of the display while being adjusted. The spinner and spreader control knobs shall be color coded and correlated with the granular and spinner settings on the screen. The enclosure shall provide a built in, protective surrounding around the spinner and spreader control knobs to prevent unintentional use and damage to the knobs.

The controller shall offer the ability to operate a straight blade plow and dump body in lieu of the anti-ice feature. The outputs shall be controlled by comfortable, backlit rocker switches molded into the controller above the display. An interlock switch integrated into the back of the controller shall be required to operate the hoist function to comply with all OSHA related regulations. The controller shall be capable of moving the plow up, down, left, and right.

The controller shall include off the shelf integration with Precise brand GPS/AVL systems for advanced material logging and maintenance reporting. The controller shall also provide onboard current event and season totals for granular and pre-wet materials. An integrated USB port shall be used for data retrieval, firmware upgrades, and for loading and saving of calibration settings.

The controller shall include a 3.5" high brightness, color, touch screen LCD with adjustable backlighting. The touch screen shall be used for calibration only and shall not be needed during normal spreading operation. The touch screen shall allow for easy navigation of calibration menus and data viewing menus. The screen shall display warnings for oil level, oil temp, filter bypass, low granular material, low liquid material, granular and pre-wet feedback errors, and granular and feedback range errors. Optional audible warnings shall coincide with each visual warning and shall be individually adjustable. There shall also be a dedicated red LED on the face of the controller for an additional body up indicator. This LED shall not rely on software of the controller to operate. The spreader control shall be tested by a SAE certified testing laboratory.

The electronic spreader control shall be a FORCE America 5100EX or prior approved equal.

CONTROLS:

The electronic controller shall be a (9) axis fully proportional multi-stick controller to operate all cylinder functions. Controller shall be of a modular design. Multi-stick communication

electronics shall include as standard the capability to control (9) proportional outputs simultaneously. The control is available in a 3-stick, 4-stick, or 5-stick configuration.

For ease of operation the multi-stick control shall include the following features: a momentary push-button at the top of the hoist stick to provide hoist-interlock. A solid-state red LED labeled "Hoist" shall illuminate when the driver disengages the hoist interlock. The "Hoist" LED shall remain illuminated while the hoist is under operation. The "Hoist" LED shall be integrated into the communication control circuit and will time-out after a period of hoist inactivity. The plow joystick shall include a momentary pushbutton for activation of remote standby or the truck body vibrator. The multi-stick communication hardware/software shall include 4 integral float options. The use of add-on float modules is unacceptable. For flexibility of use the integral float programming shall have the following standard features: (4) axis functional float on any or all of the (9) outputs with selectable forward/back, right/left functionality, 3-way or 4-way functionality, selectable (3) second float delay timer and optional float enable switch inputs. A dead-front nomenclature backlit in red by a solid-state LED shall indicate that the float function is active. To insure longevity of performance all lighting to be solid-state LED technology. The use of incandescent lamps or EL backlighting is unacceptable. Function joysticks shall be of contact less design and offer up to a 5-Million cycle life. The use of potentiometers shall be unacceptable. To insure safe operation joystick communication hardware/software shall include the following standard features: input power monitor circuitry and output shut down during low-voltage conditions, power-on joystick input off center checking and output shutdown, joystick out of range checking and output shutdown and true outputs off with joystick centered, Multi-stick control shall employ solid-state LED backlit nomenclatures on positions 1,2,3, and 4. Expansion position number 5 shall have surface mounted labels for identification of auxiliary functions. For ease of service the multi-stick control shall have the following easily accessible at the valve drive module: (9) sets of MIN/MAX adjustments, output status indicator LED's for each output and (9) output error status indicators with flashing error codes. For ease of service multi-stick control shall have self-diagnostic valve output drivers that detect over current and over temperature conditions. To insure longevity multi-stick control shall have solid-state overload protection. Fuses or bi-metal circuit breakers are unacceptable. The unit must be supplied with separate cable assembly with plug ends that connects controller to valve control connection and main power connection. The center must also be supplied with color-coded wiring throughout. Heavy-duty prewired valve harness shall be included for cylinder function valve assembly and the auger/reverse spinner/dual valve assembly.

Control shall be a Force America MPJC-3, MPJC-4, or MPJC-5 modular Multi-Stick Proportional Control or prior approved equal.

PRE-WET:

The open loop hydraulic liquid dispensing system is designed to control the application rate of deicing solution directly onto the granular material spread by V-box type spreaders. The

system calibration is accomplished through a pulse width modulated (PWM) type of controller.

FIELD SERVICE SUPPORT:

The manufacturer of the hydraulic valve and electronic control system shall employ a dedicated and industry trained field service specialist to provide phone support, onsite support and training of supplied products.

There shall also be a Field Service Program upgrade option. This will warranty the Force America Supplied Product for 3 additional years after original warranty expires.

The program will include a general health check of entire Force America Product line.

Free Calibration for the 3 years and training for mechanics and operators once a year for 3 years. The dedicated employee or employee's shall be within 100 miles of the Shawnee County Maintenance Facility and available on call.

TECHNICAL SUPPORT HOTLINE:

The manufacturer of the hydraulic valve and electronic control system shall provide a free technical support hotline for troubleshooting purposes. This hotline shall be available during normal business hours Monday through Friday in all four US time zones. This hotline must provide a live technical support specialist to aid in the troubleshooting of hydraulics, electronic controls, liquid dispensing & GPS/AVL. The hotline phone number shall be toll free and cover the entire continental US, Hawaii and Alaska.

DUMP BODY SPECIFICATIONS:

WARREN:

Model WXL – 15 Uni-body-type construction. (Or equivalent)

- Sides shall be reinforced with a minimum of two (2) evenly spaced horizontal braces.
- Floor shall be rolled or radius corners reinforced with two (2) 11" Trapezoidal long sills.
- Tailgate shall be reinforced with a minimum of two (2) evenly spaced horizontal braces.
- Bed pivot points shall have greasable hinge pins and bushings.
- **Earth Quake Dump Vibrator**
- Electric tarper mounted to bed & headache rack. Controls mounted inside cab on center console.
- Grip Strut walk rail on each side of dump body with EZ-STEP 111 pull out ladder mounted at front of each side

MATERIAL:

Front Sheet, Sides and Cab Guard shall be a minimum of 10-gauge 304 Grade Stainless steel. Floor shall be minimum 1/4" thick AR400 Steel (130 KSI tensile/100 KSI yield strengths). Tailgate shall be a minimum of 7-gauge 304 Grade Stainless steel.

HOIST:

Model FT73126 Trunion mounted, (or equivalent) single telescoping cylinder capable of raising the bed to a 45 degree dumping angle with a minimum 28 ton lifting capacity and greasable bushing and pins at all pivot points.

DIMENSIONS:

Bed length to match 19' foot span from center of front axle to center of rear axle and have 12" clearance between cab and bed no further than that.

- Bed shall be mounted with pivot point flush with rear frame rails.
- Bed width shall be 7'. Sides shall be 42" high with **8" Oak sideboard extensions.**

TAILGATE/DOVE TAIL:

Tailgate latch shall be air controlled, Tailgate sloped outward and enclose dovetail. Dovetail shall be mounted right under tailgate below the floor of the bed extending out 10 inches minimum with side skirts. **Tailgate must have stainless steel clevises welded on tail gate for spreader chains & lift eye in center top of gate to remove tailgate.**

ACCESSORIES:

Shovel hanger located on left front corner of bed, **Front pull out step on both sides of bed** with grip strut. **Front Mud flaps** mounted to truck frame on each side in front of first axle to prevent debris from being thrown forward towards the cab. **Rear Mud Flaps** mounted to rear bottom side of dump bed, these mud flaps need to be mounted on a hinge. **Fabricate chip spreader bar** at end of frame of 3/4" plate welded at the end of the frame. This plate shall have a 1-1/2" solid bar welded on the back side at 18" center for chip spreader hook to attach. **One 24" X 24" Tool Box mounted to frame under bed.** (Contact Shawnee County Public Works' personnel for approval of location and type requirements).

COLOR:

Factory standard 304 Stainless Steel

PLOW MAST:

Baker PF91QL2

NO EXCEPTIONS! Mast must be mounted NO less than 18" from truck hood for easy replacement of front mount pump. Truck frame extensions must incorporate this length.

SNOW PLOW SPECIFICATIONS:

LENGTH:

11' foot.

HEIGHT:

36" minimum.

CUTTING EDGE:

5/8" thickness minimum extended wear carbide/tungsten inserted steel or approved equal, removable and replaceable.

TRIP SPRING:

Two heavy duty springs for break over.

HITCH:

Baker PF91QL2

RUBBER DEFLECTION SHIELD:

Bolt-on type, 5/8" thick reinforced x 12" x 11' mounted on top edge of blade with metal backing strip.

POWER ANGLE:

Two double acting cylinders, for left / right movement mounted on each side of plow push frame.

PLOW SUPPORTS:

Must have two Bulldog jacks mounted on each side of plow push frame in front of pivot stop. These jacks must be removable when plow is in use.

COLOR:

Manufacturer's standard.

LIQUID DE-ICING SYSTEM SPECIFICATIONS:**CONTROLS:**

Variable rate dispersing system mounted in cab within easy reach of driver and clearly marked with control functions..

Wet kit pump must be Hydraulically driven.

GENERAL SPECIFICATIONS:**PRE-DELIVERY SERVICE:**

The truck and all components shall be free of leaks and fully operational with all adjustments made prior to delivery. **This includes the sander, plow and pre-wet system being CALABRATED for use upon delivery. If not there will be a representative/ technician**

of the awarded bid company at our disposal to train and educate mechanics & drivers of proper protocol of the systems & operation until ALL parties are understood.

REPAIR AND PARTS MANUALS:

Supplier shall furnish one set for each truck of repair, service and parts manuals, Thumb Drive & CD-ROM for the truck, dump bed, snow plow, sander, special hydraulic system and controls.

TECHNICAL SERVICES:

Supplier shall provide the services of a competent technician thoroughly trained in the use, operation, calibration and preventive maintenance of the plow, sander, special hydraulic system and controls, and liquid de-ice system for a period of one working day. Company shall employ a dedicated and industry trained field service specialist to provide phone support, onsite support and training of supplied products.

Said technician shall instruct county personnel in the proper use and calibration of sander, safety and maintenance beyond the **(In-Service)** day that the truck is delivered.

WARRANTIES:

Bidder shall furnish with their bid a copy of the standard factory warranties. SNCO Public Works is requesting a 5yr Extended warranty on the truck & chassis. This will include the following items; engine, drive-train, transmission, all electrical components, SCR system, TCM, ECM, BCM. This also shall include the factory warranty on the Sander, Plow, Hydraulic System and All electrical components ADDED to this UNIT. Also a break-down of the coverage on the Engine, SCR System, Chassis and Transmission shall be included.

DELIVERY:

Delivery shall be 540 days from date bid is awarded. Delivery shall be to: Shawnee County Maintenance Shop, 1515 NW Saline Street; Topeka, Kansas.

If additional information is required, please contact Todd Nettleton, Fleet Supervisor; Shawnee County Department of Public Works, 1515 NW Saline Street, Suite 200, Topeka, Kansas, 66618-2844; Telephone No. (785)-251-6085, Cell No. (620)-340 -7118; Facsimile No. (785)-291-4946.

TITLE: All titles shall be made out to; Shawnee County, 200 E 7th, Topeka, KS 66603. Shawnee County is requiring the vehicle to have a temporary 60 day tag included.

LIQUIDATED DAMAGES:

Owner and Vendor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Equipment is not completed / delivered within the time specified. They also recognize the delays, expense and difficulties involved in proving in legal proceeding the actual loss suffered by Owner if the Equipment is not completed and delivered on time. Accordingly, instead of requiring any such proof, Owner and Vendor

agree that as liquidated damages for delay (but not as a penalty) Vendor shall pay Owner: \$ **150.00** per day for each calendar day over the 540 days that Equipment is not received.

Shawnee County reserves the right to accept the bid for the new truck and either accept or reject the associated bid for the trade in.

➤ **PLEASE SUBMIT ATTACHMENT 1 AS THE FIRST PAGE OF YOUR BID**

BID RESPONSE

Closing Date: Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

Signature of Bids: Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

Withdrawal of Bids: Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

Register Your Company: For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

Please Submit Your Bids Early: In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

Bid Openings: All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

Notice to Successful Bidders: The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

Notice to Unsuccessful Bidders: Unsuccessful bidders will not be notified.

DEMANDSTAR POSTINGS

Demandstar Website: Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

Shawnee County Bid Portal: When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee

County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

TERMS AND CONDITIONS

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFQ when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFQ, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFQ, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFQ, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFQ, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFQ are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

Nondiscrimination: Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.

- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

Provisions of K.S.A. 44-1030 Statute:

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

Provisions of K.S.A. 44-1031 Statute:

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in

writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

All questions regarding this bid should be posted on the online Electronic Bid System.

For problems with the online Electronic Bid System, please contact:

Shawnee County Audit Finance Department

e-mail: Auditfinance@snco.us phone: (785) 251 – 4039

The undersigned agrees with all terms and conditions stated above:

| | |
|---------------|-------|
| Signature | _____ |
| Printed Name | _____ |
| Title | _____ |
| Email Address | _____ |
| Phone Number | _____ |

ATTACHEMENT 1

Quotation Number: 065-23
Date Issued: 11-03-2023
Closing Date: 11-29-2023, 2:00pm

Vendor Name: _____

SCHEDULE OF PRICES

| Item Being Bid | TOTAL BID PRICE |
|---|-----------------|
| (1) New/unused 2024 Heavy Duty Tandem axle Dump Truck with, Stainless steel dump bed, Power angle Snowplow, and snowplow mast. Galvanized steel sander stand. | \$ _____ |

State Make & Model of Truck/Bed Bid

State Make & Model of Snowplow Bid

Trade-ins:

#3226 2013 IHC 7400

Vin. #1HTWHAZT8DJ311653,

14' Sander

11' Henke plow

Approximate miles: 91664

\$ _____

Unit price minus Trade-ins: \$ _____

TOTAL BID PRICE (PRINTED) _____

FOR INFORMATION ONLY:

Non-Binding estimate of the number of days between bid award and delivery: _____

BY: _____

COMPANY or FIRM NAME

DATE: _____