



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
www.sedgwickcounty.org/purchasing

REQUEST FOR BID
#13-0045
TANDEM DUMP TRUCKS

April 18, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from vendors to provide three (3) Tandem Dump Trucks, for Fleet Management. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, submit one (1) original, two (2) copies of the entire document with any supplementary materials to:

Kim Evans
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, April 30, 2013** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Kim Evans at kjevans@sedgwick.gov and Rex Victory at rvictory@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CDT, April 22, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by April 24, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Kim Evans
Purchasing Agent

1. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

1. Must be new current production model.
2. Provide manufacturer name, model proposed and include specifications.
3. Provide a lead time for production.

The following specifications are provided for procurement of three (3) each, Tandem Dump Trucks

1. Any items appearing in the equipment manufacturer's regular published specifications furnished by the bidder are assumed included in the bidder's response.
2. Price bid must include delivery to Sedgwick County Fleet located at 1021 Stillwell, Wichita, Kansas 67213
3. Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and MSO has been delivered.
4. After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021 Stillwell, Wichita, KS. Please contact Penny Poland at 316-660-7477.
5. Technical manuals must be invoiced separately.
6. Manufacturer's ordering form must be included for the purpose of ordering the machine.
7. 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.

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.

Delivery of all vehicles shall be made within 30 days of ETA.

Manuals: Provide one complete set of shop manuals including parts manual, repair and maintenance manual including wiring schematics. Manuals shall be invoiced separately.

Operator manuals and Parts manuals for all equipment mounted on vehicle shall be supplied. (IE; salt spreader control, plow and hoist control, trailer hitch, etc...)

Diagnostic Equipment: Provide (1) one complete set diagnostic software, hardware or adapters, and scan tool to diagnose and repair vehicle trouble codes.

If software is required to adjust and modify the electrical outputs for accessory equipment it shall be included as a part of this bid. If software requires upgrades, it shall be included for three (3) years as part of this bid. (IE: Cummins Insite, Allison software, etc...)

The trucks in your bid response must be compatible with Sedgwick County owned equipment including, but not limited to; Barger-Greene Shoulder Machine, Etnyer Chip Spreader and all Snow Removal Equipment, Flink, Henderson, & Monroe sand spreaders, Henke snow plows.

Sedgwick County may require bidders to bring a truck chassis to one of Sedgwick County Yards to verify compatibility with all public works equipment to be used with these trucks.

Minimum Specifications are as follows:

3 Ea. Tandem axle dump trucks, with front tilting hood and 15'- 12-cubic yard dump bed with 126" telescopic hoist. 1 of the 3 trucks shall have hitch on rear capable of towing Sedgwick County 40,000lb. rollback trailer.

Transmission:

1. Allison 3000 RDS with 5 year extended warranty
2. Transynd Synthetic oil
3. Auto-Neutral
4. Push button shift control mounted in/on dash.
5. PTO mount decided by dump body manufacturer. RH preferred.

Engine:

1. 6 cyl diesel with minimum 345 horse power
2. 1000 lb/ft. torque at rated rpm as required by Allison Transmission
3. Engine Compression Brake
4. Turbocharged
5. Engine block heater
6. Heavy duty radiator with extended life coolant tested -34 degrees F.
7. 2 Speed Fan Hub
8. Heavy duty dry element air filter. Inside /outside air intake capable of using in snow without restricting intake air.
9. Filter minder air restriction indicator
10. Engine safety shutdown for low oil pressure, high coolant temperature, and low coolant level.

Steering:

Dual power steering gears: 20000 Sheppard M100P

Front Axle:

1. 20,000 lbs. setback axle
2. 10-hole piloted hubs
3. Low Maintenance Hub Package with adjustment free bearings.

Front Springs:

22,000 lbs taper leaf with Shock absorbers

Rear Axle:

1. 46,000 lbs. axle with full lock differential on rear and magnetic drain plugs in both.
2. Heavy Duty drive line
3. 10-hole piloted hubs
4. Gear ratio to be determined by manufacturer (capable of maintaining normal highway speed of 72 mph fully loaded estimated 5.29 gear ratio)
5. Asphalt dump brake chamber clearance. Brake chambers must clear rollers on County owned road widner.
6. Low Maintenance Hub Package with adjustment free bearings and extended life oil seals

Rear Suspension:

Tandem Chalmers 854-46-H-HS 46,000 lbs. suspension

Brakes:

1. Front-16 ½ x 6" cam brakes
2. Rear-16 ½ x 7" cam brakes.
3. Automatic slack adjuster
4. Dual system air brakes with air tank drain valves.
5. Parking spring brakes, both axles 3030 high output dual

Tires:

1. Front - Equal to or better than Michelin XZY-2 315/80r 22.5 (20 ply) or Bridgestone M860
2. Front - 22.5x9 steel wheel pilot mount
3. Rear - Equal to or better than Michelin 11R-22.5-XDA-HT (14 ply) or Bridgestone M711EL
4. Rear - 22.5x8.25 steel wheel pilot mount with hand holes

Wheel Seals:

1. All wheel seals to be extended life oil type for bearings. Low maintenance
2. Dust shields all wheels

Fuel Tank:

1. One (1) Aluminum 100 gallon fuel tank Passenger side
2. 11 gallon DEF tank mounted passenger side also

Frame:

1. Heavy duty steel C-Channel frame rails. Section modulus is 17.80; RBM is 2,132,000 in-lbs per rail.
2. Full steel insert meeting SAE standards to end of frame
3. 110,000 PSI strength
4. C/axle 138"
5. Clear Frame left side,(drivers side), to allow for controls for dump body
6. County owned snow plow frame to be removed from old truck and installed on new truck by winning bidder
7. Removable Chipper bar shall be manufactured and mounted on rear of two,(2) units as to fit county owned equipment. IE: Etnyer chip spreader. One (1) unit shall have Pintle hitch capable of towing county owned trailers & equipment.

Hood and Fenders:

1. Fiberglass tilting front hood and fenders with stationary grill
2. Front mud flaps on fenders

Front Bumper:

1. Painted steel
2. Frame mounted tow hook(s)

Electrical:

1. 160 amp alternator
2. 12-volt system
3. Three (3) 12-volt maintenance free group 31 batteries. 2100 CCA

Air Compressor:

1. 13.2 CU.FT. Compressor
2. Meritor system saver 1200 Air Drier

Cab & Equipment:

1. Non-Corrosive day cab (hucked cab preferred)
2. 107" BBC
3. Fiberglass hood
4. Ignition and doors keyed alike. 3 sets each vehicle
5. Heavy duty door hinges
6. Tinted safety glass
7. Power door locks
8. Power windows
9. Driver seat – air ride high back
10. Passenger seat – Standard with tool box under seat
11. 3 – Point seat belt
12. 18" steering wheel with tilt and telescoping column

13. Cruise control
14. Factory Air conditioning/Heating system
15. Stainless steel mirrors 7" x 16" with heating element
16. 2 convex 8"heated mirrors centered under mirror bracket
17. All mirror fasteners stainless steel
18. Two air horns on top of cab with covers
19. Radio – AM/FM with weather band
20. Cab prewired for cb or county 2-way radio
21. Switch & wiring for PTO
22. Truck, prewired from factory for snow plow lights with remote turn signals
23. Snow plow lights mounted on hood with fold back brackets. Equal to or better than Truck Lite ATL with high/low beam and turn signal lights.
24. Electric windshield wipers with intermittent feature. Truck lights turn on when wipers are on.

Instrument Package:

1. Electric speedometer & tachometer primary readout to be mph.
2. Hour meter
3. Voltmeter,
4. Dual air pressure
5. engine oil pressure
6. Water temp
7. Transmission temperature
8. Air filter restrictor
9. Fuel level gauge and DEF level and warning gauge

Warning package with warning lights and buzzer:

1. High water temperature,
2. Low oil pressure
3. Low air pressure
4. High beam
5. Turn signal indicators
6. Headlights halogen
7. Marker lights (5) ICC approved
8. Dual sun visors inside

Vehicle Color:

Exterior White
 Interior Dark Blue or Gray

Accessories:

1. Cab lights
2. Back-up lights
3. Turn signals
4. Clearance lights
5. Snow plow lights and brackets
6. Exterior grab handles (one left and one right)
7. Hour meter oil pressure activated
8. Steps on right side under cab
9. Exhaust single vertical muffler with stainless steel guard on right side with particulate filter mounted horizontal under or behind step.
10. Chrome muffler and curved standpipe to be mounted as close as possible to cab, and shall clear dump body to prevent damage to exhaust system.
11. 1 lb. Fire extinguisher mounted inside cab
12. First aid kit

13. Emergency triangle flare kit

Dump Beds:

1. Telescopic front mount type hoist
2. Air operated tailgate latch
3. 15' Dump Body (12-yd) bed
4. 15' x 87" inside with 44" Tail-gate
5. 12" rear corner post
6. Sides 48" at header to 44" at tail gate
7. 50" tall header
8. 3/16" boxed top rail
9. 3/16" AR 400 floor
10. AR 400 sides and ends
11. 8" floor to sides vertical side and tailgate bracing
12. 1/4" x 2" flat strap walk rails
13. Lift loop on nine-panel 44" tailgate
14. 1-1/2" diameter hinge pin
15. Tailgate ears with grease fittings
16. Tailgate latch cross shaft capable of receiving lube/grease
17. Inside step right front corner of bed
18. 12" spreader apron
19. Long tailgate chains
20. Body with tie-downs to retain sand spreader
21. 3 each vertical oblong holes for lighting T/L-60 both sides of tailgate on rear corner post
22. Standard DOT location for clearance marker and id markers size T/1-10 1/2-cab protector
23. 7 gauge cab shield corners angled back at 30 degrees enough to accommodate forward facing T/L 60 strobes
24. One (1) T/L 60 strobe to be mounted in center of shield facing forward. (Total of three, (3) strobes on front of cab shield)

Mesh tarp Roll-Rite 6000 system or better

1. The tarp capable of being operated within the cab of the truck
2. The system powered by chrome plated, direct drive gear motor that includes a 3-year warranty against parts wear out
3. System constructed primarily of polished aluminum alloys
4. Provide a tension bow that tucks the tarp down behind the cab protector system
5. Provide a one-piece wind deflector to protect the tarp and spool assembly
6. Utilize compact pivot assemblies powered by spiral torsion springs
7. Tandem axle truck bodies fitted with pivot assemblies containing 4-springs per side

Lighting:

1. Chassis to have factory installed auxiliary lighting package harness installed terminated rear of frame with weather pack style plug for standard lighting. Extra 12" of wiring for easy repair of lights.
2. SST/Marker backup
3. Two switched hot wires 20 amp. rated for auxiliary lighting rocker style lighted switches dash mounted
4. All clearance and id markers on dump body, 2-1/2" sealed T/L- 10 LED hi count lamps
5. Grote part number G-1032 red or better
6. Grote part number G-1033 amber or better
7. Rear red stop/turn signal on dump body sides, oval sealed T/L-60LED hi count
8. Grote part number G-6002 red or equal
9. Mounted one on each side of tail-gate
10. Back-up lamps on dump body oval sealed T/L-60 clear
11. Grote part number 62231 or equal
12. Mounted one on each side of tail-gate

Strobes:

Amber oval sealed LED strobes Random quad flash T/L-60 Federal signal part number 607101-02 equal to or better than mounted on each side of tail-gate, each angled corner of cab protector, and center of cab protector.

Mud Flaps & Fenders:

1. Mud flaps on rear of body mounted on quick release holders.
2. ¼ fenders mounted in front of rear wheels
3. Back-up alarm 112db Federal Signal part number 210335 or equal

Auto Lube System Installed:

1. Operated by vehicle electrical supply
2. Hold 4lb. (2 liter) NLGI #2 grease
3. Fully adjustable Interval Timing Setting
4. Operating pressure of 248 BAR (3600psig)

Central Hydraulic System:

1. The central hydraulic system capable of operating:
2. A telescopic hoist
3. A material spreader
4. A reversible snow plow
5. All components provided, capable of continual operating at pressures in excess of 2500 PSI.

Hydraulic Pump:

Parker PAVC65 pressure and flow sensing piston pump with adjustable standby pressure
Pump to be direct drive from hot shift pto. (Prefer NO drive shaft if clearance allows)

PTO:

Hotshift PTO mounted to transmission

Directional Valve:

1. System must be capable of operating plow and spreader at same time during snow operation.
2. Flow sharing,
3. Spool valve with nominal flow ratings of 35- 45 gallons per minute
4. With P to A pressure drop not to exceed 275 psi at 45 gallons per minute
5. All sections, pressure compensated
6. Electro-proportionally controlled
7. Have flow control spools
8. The valve will have an adjustable main relief valve
9. All solenoids with manual overrides.
10. The directional valve configured as follows:
11. Auger - 2-way, single acting, 16 gpm
12. Spinner – 2-way single acting, 8 gpm
13. Bed Hoist – 3-way, double acting, 45 gpm power up//gravity down
14. Plow Lift – 3-way, single acting, 16 gpm power up//gravity down
15. Plow angle – 4-way, double acting, 16 gpm power left//power right

Hydraulic Reservoir:

1. 30-gallon usable oil capacity reservoir.
2. Reservoir of 10 gauge pickled steel construction and fully baffled.
3. Powder coated exterior
4. Oil treated interior to prevent rust
5. 2" suction port with suction strainer located on the frame side of the reservoir connecting to a 2" full-flow ball valve.
6. The reservoir to be equipped with a magnetic drain plug,
7. A sight level

8. Temperature gauge
9. A filler breather cap with metal strainer
10. An in-tank filter provided with 10-micron synthetic element
11. A combination oil level/temperature sender provided
12. A 25 PSI pressure switch for the filter
13. The ground activated electric switches will be wired to indicator lights in the control panel. All wiring to be weather protected.

Pressure Filter:

1. A 3000-PSI high-pressure hydraulic filter installed between the pump and the inlet of the directional valve
2. The filter, a 10-micron synthetic element and a visual condition indicator
3. The filter assembly equipped with a 50-psi differential by-pass and SAE 16 work ports
4. The filter needs to be located for easy access and maintenance of the filter element.
5. All filtration, U.S. manufactured.
6. All replacement elements for this system must be stocked by a local supplier.

Hydraulic Quick Couplers for snow plow:

1. The hydraulic quick couplers for the reversing snowplow mounted to a cushion valve in an ergonomic location on the plow hitch
2. The couplers, Parker/Pioneer 4000 series, ½" couplers

Hydraulic Quick Couplers for material spreader:

1. Quick couplers for the material spreader operation installed in the rear section of the lower rub rail on the curbside of the dump body
2. The connections laid out on 6" centers and consist of ½" pipe for the spinner, ¾" pipe for the conveyor supply, and ¾" pipe for the common return
3. The pipe, schedule 80 and the lower rub rail reinforced with a ¼" plate
4. A ½", 4000 series Pioneer male coupler for the spinner
5. A ¾", 5000 series Pioneer male coupler for the conveyor supply
6. A ¾", 5000 series Pioneer female for the common return
7. Dust caps installed on all the couplers.

Hydraulic System Controls:

1. The controls for the central hydraulic system are of a modular design and consist of:
 - a) Material spreader control
 - b) Hoist
 - c) Plow control
 - d) A switch and indicator light package
 - e) The valve wiring harness
2. All hydraulic and auxiliary electrical controls are connected to an 80-amp butterfly type manual re-set circuit breaker.

Spreader Control:

1. Electronic control for granular and pre wet material and liquid anti icing tank shall operate current Sedgwick County owned equipment.
2. A display, capable of displaying two control channel application rates, ground speed, spread width, and time/date simultaneously
3. The operator access to calibrations may be limited by supervision
4. The system will operate in open or closed loop, and manual mode
5. The cable ends with dust plugs installed.
6. The wiring is consistent in color code and orientation to receive material rate sensor
7. Include two keyboards for diagnostic and calibration of spreader control. Deliver to, Attention Rex Victory/Fleet Management, 1021 Stillwell, Wichita Ks 67213.
8. The ground speed is to be enabled and calibrated when the truck(s) are delivered

10. The pre-wet on/off and low-pressure functions will terminate in a die-cast heavy-duty 4-way electrical connector to fit county owned equipment.
11. The connector is located in the right rear corner post of the dump body, facing the front of the truck
12. Exact location will be determined by Fleet Management.
13. Components need to be moisture proof and require minimum maintenance
14. The winning bidder will provide operator training and assistance with calibration of the systems at a
15. location to be determined by the County

Hoist and Plow Control:

1. The electrical controls for the hoist and plow are fully proportional
2. The hoist control with a center detent position to comply with O.S.H.A. standards and single axis
3. The plow control will be dual axis
4. Both controls are clearly labeled and mounted in a common enclosure
5. The wiring harness for all directional valve function will connect to a common valve drive harness.
6. The NEMA 6P rated harness will have a connection block with LED's to indicate the presence of voltage to the function.
7. The valve drive harness, mounted inside the weather resistant valve enclosure, and all functions clearly labeled.

Switch and Indicator Panel – The switch panel will consist of 4-backlit circuit breaker-type switches and four warning lights. The panel is configured but not limited to:

- a. SPST rocker switch, 30 amps, for "Strobes". This switch is to be battery hot at all times.
- b. SPST rocker switch for "Air Tailgate". This and all other switches and warning lights are to be switches powered through the ignition.
- c. DPDT rocker switch for "Tarp In" and "Tarp Out"
- d. SPST rocker switch for pre wet system
- e. Indicator light for "Oil Temp"
- f. Indicator light for "Oil Level"
- g. Indicator light for "Hydraulic Filter" in by-pass.

Tow Package

One of three units must be equipped with tractor package including air brake system, 7 pin round trailer plug wired for county equipment. Pintle hitch to be able to tow and operate Sedgwick County owned trailer (Trail King model TK40RB).

DOT Regulations: Truck will meet all current, DOT REGULATIONS and current EPA emissions standards. All lighting will meet DOT regulations.

2. TENTATIVE 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	April 18, 2013
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	April 22, 2013
Addendum Issued	April 24, 2013
Sealed proposals due before 1:45pm CDT	April 30, 2013
Evaluation Period	May 1-May 8, 2013
Board of Bids and Contracts Recommendation	May 9, 2013
Board of County Commission Award	May 15, 2013

3. REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The bidder 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. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. 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 agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. 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, disability, national origin, or ancestry;
 - b. 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;
 - c. 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. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. 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 canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
27. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
28. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
29. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
30. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
31. By submission of a response, the bidder agrees that at the time of submittal, he or she: (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 bidder'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 Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
32. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
33. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
34. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

BID RESPONSE FORM
#13-0045
TANDEM DUMP TRUCKS

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 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 bid 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 proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
 Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail Dealer _____

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business _____ Minority Owned Business: ___ Certification# _____

African American ___ Asian ___ Hispanic ___ Native American ___ Other ___ Woman Owned Business _____

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/purchasing.

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

Qty.	Description	Unit Price	Extended Price
3 ea.	Tandem Dump Trucks per specifications	\$	\$
Make/Model			
3 ea.	Operator Manuals	\$	\$
3 ea.	Part manuals	\$	\$
3 ea.	Repair manuals	\$	\$
1 ea.	Complete set of diagnostic equipment (incl. hardware, software and applicable connectors).		\$
2 ea.	Spreader control diagnostic keyboards (as specified on page (9) item (10) under heading "Spreader Control")	\$	\$
Grand Total			\$
Delivery Date:			

BID RESPONSE FORM
#13-0045
TANDEM DUMP TRUCKS

Contract pricing for labor and parts will be established for 3 years. This contract will cover any work or repairs needed on this equipment and other like equipment that does not fall under warranty work.

Description	Cost Year 1	Cost Year 2	Cost Year 3
Hourly labor rate	\$		
Parts- cost + markup	%	%	%
Freight charge, pick up and delivery (1 way)	\$		

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

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____