SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department

www.sedgwickcounty.org/purchasing

604 N. Main, Suite F Wichita, KS 67203 Telephone (316) 660-7255 Fax (316) 383-7055

Request for Bid
05-25404
Concrete Compression Testing Equipment

October 25, 2005

Sedgwick County, Kansas (hereinafter referred to as "County") will accept bids for Concrete Compression Testing Equipment for Sedgwick County Public Works Department. An official Purchase Order will be provided to the successful vendor.

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, complete two (2) signed copies of the entire document and return to **Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203, NO LATER THAN 1:45 p.m., (CST), Tuesday, November 8, 2005.** Bids must be sealed in an envelope and marked with firm name and address, bid number and bid open date. The County will not accept bids with insufficient postage or collect on delivery.

Responses to this Request for Bid will be opened and read aloud at a public meeting. You or your representatives are welcome to attend.

Late or incomplete bids will not be accepted and will not receive consideration for final award.

_____
Jerry Phipps
Senior Purchasing Agent

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 government entities with whom Sedgwick County regularly enters into cooperative agreements.

2. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items 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 two (2) signed, completed copies of the entire document to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, 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 of receipt will be determined by the time clock stamp in the Purchasing Department.

5. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.

6. 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.

7. Sedgwick County interprets the term "lowest responsible 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 labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which Bids are received.

8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your Bid.

9. If the supplier 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.

10. The supplier 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.

11. 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.

12. 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.

13. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the Request for Bid or purchase order, if any.

14. Contracts entered into on the basis of submitted Bids are revokable if contrary to law.

15. The Bidder agrees to comply with K.S.A. 44-1030. Bidder will:

    a. 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. Include the phrase, 'Equal Opportunity Employer,' or a similar phrase approved by the Kansas Commission on Human Rights in all solicitations or advertisements for employees.
    c. Sedgwick County, if bidder fails to comply with the manner in which he reports to the Kansas Commission on Human Rights.
    d. Be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County; if found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final,
    e. Include be deemed to have breached the contract, which may be canceled, terminated, or suspended, in whole or in part, by the provisions of subsections (15 a.) through (15 e.) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractors or vendor.

16. The vendor 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, Mandatory Requirements and Conditions.

17. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.

18. Up on 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.

19. 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.

20. 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.

21. It will be understood that any bid and any/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.

22. 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.

23. 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 proposing among all vendors.

24. 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.

25. 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.

26. 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.

27. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Jerry Phipps, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7255.

28. 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.).

Brand names used in this document are for REFERENCES ONLY and can be same as or equal. Vendor to provide full descriptive literature of items your company is quoting. The literature will be used to determine if specifications have been met per bid document.

Item#	Quantity	Unit of Measure	Description	Total Per Item
1.	1	Each	Concrete Compression Testing Machine, Model# Forney F-25EX-E-DR500, 250K Frame W/DR500 Digital. To come ready to test 6” x 12” cylinders and include a 2 year warranty.	$
2.	1	Each	Stand for Concrete Compression Testing Machine. Forney Model# TA-0142-01 Stand	$
3.	1	Each	Bench Oven, Forney Model# LA-0866-78, 115v, 7.8 cubic feet, Force Air, 225c/437f (21-350)	$
			TOTAL	$

Pricing to be FOB, Prepaid, Destination

Delivery date:_____

Delivery address: Sedgwick County Public Works
1015 Stillwell
Wichita, KS 67213

Prior to delivery contact: Randy Downs at 316-371-1733 or
Phil Dietrich at 316-619-8040

Bid Response Form
05-25404
Concrete Compression Testing Equipment

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation 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 bid will be their responsibility.

FIRM NAME_____

CONTACT_____

ADDRESS_____CITY/STATE_____ZIP_____

PHONE_____FAX_____HOURS_____

TAXPAYER I.D._____

COMPANY WEB SITE_____E-MAIL_____

NUMBER OF LOCATIONS_____NUMBER OF PERSONS EMPLOYED_____

TYPE OF ORGANIZATION (CHECK ONE)

CORPORATION ____ PUBLIC____ PRIVATE____ SOLE PROPRIETORSHIP ____ PARTNERSHIP____

MINORITY BUSINESS ENTERPRISE ____ WOMAN-OWNED ENTERPRISE ____ SMALL BUSINESS ENTERPRISE _____

GENERAL NATURE OF BUSINESS_____

MANUFACTURER_____ DISTRIBUTOR _____ RETAIL _____ DEALER _____ SERVICE _____

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: 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.

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_____