



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

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

Request for Bid Bid # 05-26298

STANDBY POWER GENERATORS

November 16, 2005

Sedgwick County, Kansas (hereinafter referred to as *County*) will accept bids for the purchase and installation of Standby Power Generators for the Sedgwick County Fire Department. This request for bid provides a description of submittal requirements, terms and conditions.

A **MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT** will be held at each Sedgwick County Fire Station on Monday, November 28 beginning at 9:00 a.m.; Station#37.

<u>Station #</u>	<u>Address</u>	<u>Date / Time</u>
37	4343 N. Woodlawn; Wichita, Ks 67220	November 28, 2005 @ 09:00 am
32	501 E. 53 rd St. N.; Wichita, Ks 67219	November 28, 2005 @ 10:00 am
38	5728 N. 151 st St.; Wichita, Ks 67227	November 28, 2005 @ 11:00 am
31	5848 N. 247 th St. W.; Andale, Ks 67001	November 28, 2005 @ 01:00 pm
35	651 S 247 th W; Goddard, Ks 67052	November 28, 2005 @ 02:00 pm
33	3914 W. 71 st St.; Wichita, Ks 67205	November 28, 2005 @ 03:00 pm
34	6400 S. Rock Rd.; Derby, Ks 67037	November 28, 2005 @ 04:00 pm
36	1010 E. 143 rd ; Wichita, Ks 67230	November 28, 2005 @ 05:00 pm

Should you elect to participate, submit two (2) completed copies of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday, December 13, 2005**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, bid due date, and bid opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

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

James A. McComas
Purchasing Agent

1. OBJECTIVES

The County has identified the following objectives for securing Standby Power Generators described herein:

- Procure Standby Power Generators meeting the parameters, conditions and mandatory requirements presented in this document.
- Procure a Standby Power Generators Vendor with the best proven “track-record” in performance, service and customer satisfaction.
- Procure Standby Power Generators with the most advantageous overall cost to the County.

2. INSURANCE REQUIREMENTS

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the proposer to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or insured. The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers’ Liability	\$100,000.00
Contractor’s Liability Insurance	
Form of insurance shall be by a Comprehensive General liability and comprehensive Automobile Liability	
Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$100,000.00
Bodily Injury Each Occurrence	\$500,000.00

3. BID BOND

A bid bond in the form of a cashier’s check or valid bond issued by a recognized acceptable bonding agency, for an amount equal to five (5) percent of the total amount of the bid is required. The bid bond of the successful proposer shall be retained until an acceptable contract is entered into within a reasonable time frame. Failure to enter into such contract shall be cause for forfeiture of bond.

4. MANDATORY REQUIREMENTS

The following requirements are provided to assist bidders in completing a thorough response.

Firms must:

1. Have proper certification(s) or license(s) to distribute, deal, service and install product(s) at the time of bid closing.
2. Have provided services similar to those specified in this RFB.
3. Standby Power Generators must meet or exceed specifications listed in this document.
4. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead

- professional personnel assigned to the County account.
5. Provide four (4) references verifying exemplary service. These references **MUST** have received devices similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
 6. Provide detailed project supervision and quality control procedures.
 7. Provide a detailed project timeline to include but not limited to delivery, set-up, installation, number of employees and labor hours required to complete project.
 8. Have appropriate material, equipment and labor to perform job safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor.
 9. Complete project by June 01, 2006.
 10. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
 11. Wear company uniform or ID badge for identification purposes.

5. MINIMUM REQUIREMENTS

The specifications listed below are considered *Minimum* and may be exceeded. Alternate items meeting fit, form and function of specifications may be submitted. However, Sedgwick County reserves the right to select the Bid that most closely matches the specifications.

1. Submit price for purchase of 7 each 35kW Standby Power Generators. (Pricing should include all shipping and handling charges)
2. Submit price for purchase of 1 each 50kW Standby Power Generators. (Pricing should include all shipping and handling charges)
3. Submit price for installation of 7 each 35kW Standby Power Generators. (Pricing should include all labor and hardware i.e. wiring and connections to existing facility)
4. Submit price for installation of 1 each 50kW Standby Power Generators. (Pricing should include all labor and hardware i.e. wiring and connections to existing facility)
5. Submit price for 7 each Reinforced concrete mounting pad sized for the 35kW Standby Power Generators. (This county reserves the right to bid this item separately. The item may not be included in the bid evaluation.)
6. Submit price for 1 each Reinforced concrete mounting pad sized for the 50kW Standby Power Generators. (This county reserves the right to bid this item separately. The item may not be included in the bid evaluation.)
7. Provide warranty information for product and installation.
8. Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the County.
9. Leave the work area clean and free of materials, tools, equipment and debris daily.
10. Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statues and industry standards.
11. Vendor is responsible for all clean up and haul off of all types of debris.
12. 35kW Standby Power Generators must:
 - a. Be 120/280V, 3ph, 60Hz
 - b. Be a diesel engine
 - c. Be liquid cooled with unit mounted radiator
 - d. Have a full weather enclosure with enclosed exhaust silencer
 - e. Have a low fuel alarm
 - f. Have an on-board fuel tank
 - g. Have a minimum 40 hour run time at full load
 - h. Have an electronic governor
 - i. Have an engine stator battery with charger
 - j. Have a block heater
 - k. Be EPA certified
13. 50kW Standby Power Generators must:
 - a. Be 120/280V, 3ph, 60Hz

- b. Be a diesel engine
 - c. Be Liquid cooled with unit mounted radiator
 - d. Have a full weather enclosure with enclosed exhaust silencer
 - e. Have a low fuel alarm
 - f. Have an on-board fuel tank
 - g. Have a minimum 30 hour run time at full load
 - h. Have an electronic governor
 - i. Have an engine staling battery with charger
 - j. Have a block heater
 - k. Be EPA certified
14. Heavy Duty Automatic Transfer Switch must:
- a. Be 230 amp
 - b. Be 3 pole
 - c. Be 208V, 3 phase
 - d. Have a NEMA 1 enclosure
 - e. Have a controller capable of meeting NFPA 110 Level 1 requirements

6. DELIVERY, INSTALLATION AND ON-SITE TRAINING

Price(s) proposed must include shipping, handling, in-side delivery, (FOB to the Sedgwick County Fire Department) installation, on-site training for each product, removal and clean up of any debris and old equipment. The successful vendor is responsible for maintaining a safe work environment and upon completion of installation, returning the workspace or area to its original state as approved by the County.

7. PAYMENT TERMS

Payments for all specified services or product to the successful bidder can be made with the following criteria taken into consideration:

- Delivery of the proposed service(s) and/or product(s);
- Successful set-up, implementation, installation and/or completion of the service(s) and/or product(s) delivered;
- Receipt of a detailed invoice;
- Payment won't be made until above conditions are met.

8. TENATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact James McComas, Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties_____	November 16, 2005
Mandatory Pre-Proposal Meeting_____	November 28, 2005
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST____	November 30, 2005
Addendum Issued_____	December 02, 2005
Sealed Bids due before 1:45 p.m. CST_____	December 13, 2005
Evaluation Period_____	December 14, 2005 – December 21, 2005
Board of Bids and Contracts Recommendation (If Required)_____	December 22, 2005
Board of County Commission Award (If Required)_____	December 28, 2005

9. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFB process should be directed to James McComas, at (316) 660-7255, or e-mail jmccomas@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CST, November 30, 2005. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by December 02, 2005. **Vendors are responsible for checking the web site and acknowledging any addendums on the bid response form.**

9. 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 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, 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 clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
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 the availability of service(s), part(s) material(s) and/or supply(s), maintenance and labor cost 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 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 revocable if contrary to law.
15. 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)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor 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. 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.
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 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.
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 bidding 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 the Sedgwick County 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.).

BID RESPONSE FORM
Bid # 05-26298
STANDBY POWER GENERATORS

PRICING INFORMATION

I/We _____, propose to provide the product(s) and/or service(s) described herein with the following costs:

	Brand Name	Model#	QTY	Each Price	Extended Price
50kW Standby Power Generators			1	\$	\$
35kW Standby Power Generators			7	\$	\$
Station 31					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 32					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 33					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 34					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 35					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$

BID RESPONSE FORM
Bid # 05-26298
STANDBY POWER GENERATORS

	Brand Name	Model#	QTY	Each Price	Extended Price
Station 36					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 37					
50kW Installation Cost			1	\$	\$
50kW Reinforced Concrete Pad (Optional)			1	\$	\$
Station 38					
35kW Installation Cost			1	\$	\$
35kW Reinforced Concrete Pad (Optional)			1	\$	\$
Start Date				Grand Total	\$
Completion Date					
Price(s) proposed must include shipping, handling, in-side delivery, (FOB to the Sedgwick County Fire Department) installation, on-site training for each product, removal and clean up of any debris and old equipment.					

BID RESPONSE FORM
Bid # 05-26298
STANDBY POWER GENERATORS

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 making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid entered; (4) they have read the complete Request for Bid and understand 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 Name			
Address	City	State	Zip Code
Phone #	Fax #	Hours of Operation	
Tax Payer I.D. Number			
General Nature of Business			
Number of Locations		Number of Persons Employed	
Company Web Site Address		E-mail	

TYPE OF ORGANIZATION: <input type="checkbox"/> Public Corporation <input type="checkbox"/> Private Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Partnership Minority Business _____(type) <input type="checkbox"/> Woman-Owned Business <input type="checkbox"/> Small Business <input type="checkbox"/> Distributor <input type="checkbox"/> Educational Institution <input type="checkbox"/> Retail <input type="checkbox"/> Dealer	
We acknowledge receipt of addenda: NO. _____, DATED _____; NO. _____, DATED _____.	

In submitting this bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**

Signature _____ Title _____

Dated _____