



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F WICHITA, KANSAS 67203-3672 TELEPHONE (316) 660-7255 FAX (316) 383-7055

**Request for Bid
#06-0168
CHALLENGER FRONT END LOADER ATTACHMENTS**

November 30, 2006

Dear Vendor,

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for two (2) Challenger front end loader attachments to be mounted on two (2) Challenger MT555B Tractors. This request for bid provides specifications, a general description of the details of submittal requirements, terms and conditions of the Request for Bid.

The Purchasing Department must receive bids **no later** than 1:45 p.m., (CST), Tuesday, December 12, 2006.

Should you elect to participate in the bid process, submit two (2) signed completed copies of the entire document and return to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203-3672. Bid 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.

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


Emily C. Dudley, A.P.P.
Purchasing Agent

1. 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, 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 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 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) through (d) 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.).

2. SPECIFICATIONS

The following specifications are provided for procurement of two (2) Challenger Model ML98 Self Leveling Front End Loader attachments to be mounted on two (2) Challenger MT555B Tractors. Specifications are as follows: Any additions, deletions, or variations from the following specifications must be noted. Manufacturer's standard equipment presumed to be included unless otherwise specified.

1. Loader frame to be constructed in a Double U-Section design.
2. Frame to be high tensile steel, minimum 6mm thick.
3. Implement mounting to be a quick attachment type with a single lever locking system.
4. Self contained lock and go loader/subframe connection system to be included.
5. Bucket level indicator to be included.
6. Front bumper guard to be included.
7. Hydraulic system to include the following:
 - a. Controls to be single joystick operated
 - b. 90mm double acting lift cylinders.
 - c. 100mm double acting, equal displacement bucket cylinders.
 - d. Industrial grade hydraulic fittings and hoses incorporated inside loader boom.
 - e. Central valve, equalized oil distribution valve with incorporated relief valves.
 - f. Operating pressure of 2900 psi.
8. Industrial grade pins and bushings and pivot areas to be greaseable.
9. Implement to be powder coat painted with corrosion protection.
10. Loader dimensions to be the following:
 - a. Maximum lift height to pivot pin: 177 in.
 - b. Maximum lift height under level bucket: 165 in.
 - c. Clearance with bucket dumped in: 143 in.
 - d. Reach at maximum lift height: 26 in.
 - e. Maximum dump angle: 52 degrees
 - f. Reach from front axle with bucket on ground: 107 in.
 - g. Maximum roll back angle: 43 degrees
 - h. Digging depth: 6 in.
 - i. Overall height in carrying position: 78 in.
 - j. Loader weight: 1672 lbs.
11. Loader capacities:
 - a. Lift Capacity to maximum height, at pivot pins: 5170 lbs.
 - b. Breakout force @31.5 in. from pivot pins: 10,010 lbs.
 - c. Lift time at 15.6 GPM: 7 seconds.
12. Optional bucket combinations to include:
 - a. 95 in. heavy duty material bucket, 34 cu. ft. (Challenger model 72556043C)
 - b. 95 in. maxi-grapple with times, with optional backscreen (Challenger model 72556109C)

3. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to both Emily Dudley at edudley@sedgwick.gov and Larry Sanchez at lsanchez@sedgwick.gov by 5:00 p.m. (CST) December 6 28, 2006. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CST) December 7, 2006. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

4. TENATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Emily Dudley, Purchasing Department at (316) 660-7262 to confirm any/all dates.

Request for Bid Issued----- November 30, 2006
Clarification, Information and Questions submitted in writing by 5:00 p.m.----- December 6, 2006
Addendum Issued (If Required)----- December 7, 2006
Bid Responses Due ----- December 12, 2006
Review of Bids Received ----- December 12-13, 2006
Board of Bids and Contracts Approval -----December 14, 2006
Board of County Commissioners Approval ----- December 20, 2006

**BID RESPONSE
#06-0168
CHALLENGER FRONT END LOADER ATTACHEMENTS**

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION:</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2	each	Challenger Model ML98 Self Leveling Front End Loader attachments	\$ _____	\$ _____
		Installation on two (2) Challenger MT555B Tractors	\$ _____	

Optional Bucket Combination Pricing:

- a. 95 in. heavy duty material bucket, 34 cu. ft.
(Challenger model 72556043C) \$ _____
- b. 95 in. maxi-grapple with times,
with optional backscreen (Challenger model 72556109C) \$ _____

Warranty _____

Delivery Date _____

Date installation can be completed _____

Bid Response Form
#06-0168
CHALLENGER FRONT END LOADER ATTACHEMENTS

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 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 Quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions; (5) if accepted by the County, this quotation is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

FIRM NAME _____ Date _____

CONTACT _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ OFFICE HOURS _____

TAXPAYER I.D. _____

COMPANY WEBSITE _____ 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 _____;

Emergency Vendor Information:

___ Yes, I would like to be on the emergency vendor list. ___, No, I would not like to be on the emergency vendor list.

If yes, please list emergency contact name and after hours phone number _____

Does your company accept credit card payments? _____

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 _____

Pages 1-6 must be returned with your response.