



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcountv.org/finance/purchasing.asp>

**Request for Bid
Portable Automatic Traffic Data Recorder
#13-0116**

December 5, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") will accept bids for **one (1) Portable Automatic Traffic Data Recorder** for Sedgwick County Public Works Department **quoted FOB Destination, Prepay and Allow**. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Carefully review this Request for Bid. It provides specific technical information to aid participating firms in formulating a thorough response. Should firms elect to participate, one (1) original and two (2) copies of the entire document must be completed and returned in a sealed envelope and marked with firm's name, address, bid number and bid opening date to Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, **no later than 1:45 p.m., CST, Tuesday, December 17, 2013.**

The County will not accept bids with insufficient postage or collect on delivery. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Please address any questions or requests for clarification to Joe Thomas, Purchasing Director, at 316-660-7265 or e-mail jethomas@sedgwick.gov.

Joe Thomas, C.P.M.
Purchasing Director

Sedgwick County, Kansas

SPECIFICATIONS For PORTABLE AUTOMATIC TRAFFIC DATA RECORDERS

1.0 SCOPE:

This specification describes the requirements for portable microprocessor based Automatic Traffic Data Recorders (ATDR) and associated software to be furnished to Sedgwick County, Kansas.

The ATDR system is comprised of the following components:

1. The ATDR Roadside Unit Hardware with external roadside protective case.
2. The ATDR Roadside Unit Operating Software.
3. The ATDR Traffic Data Analysis Software
4. Associated Hardware Accessories.

The ATDR must be designed to count and classify traffic passing a point by means of pneumatic tube inputs, and to store the information by time stamping every passing axle.

The ATDR must also be capable of transferring data to a microcomputer via plug connection to a portable data retriever. Software must be provided that operates the ATDR, and performs subsequent analysis of the traffic data gathered.

If the ATDR offered is a time-stamping unit, then this specification is to be read as referring to the combination of the recording unit and the subsequent analysis software.

References to recording or reporting traffic classification parameters such as speed, class or headway will only be relevant if the ATDR is considered to be utilised in a two tube classification configuration.

2.0 ATDR ROADSIDE UNIT HARDWARE

The ATDR roadside equipment must be capable of upgrades to provide more detailed reporting of data without requiring the unit to be returned from the field.

2.1 CONSTRUCTION:

The ATDR must be housed in a sturdy weather and corrosion resistant stainless steel or cast aluminium case designed to protect it from the shocks of transportation and handling and from weather conditions encountered during use.

The ATDR case should be constructed without fasteners or moving parts such as latches or hinges.

To eliminate the possibility of electrochemical corrosion there should be no dissimilar metals in contact.

The ATDR case must have a tamper resistant design with an attachment point for a standard short hasp or special long hasp padlock.

The ATDR case must provide more than one attachment point/s to permit it to be secured in the field by chain or cable to prevent theft.

The unit must provide a means of locking the hoses without the use of additional clamps.

Each ATDR must have a permanently affixed, unique serial number and all data produced by the unit must have this number automatically embedded in it, along with the firmware date or revision number.

2.2 MATERIALS:

All electronic components must be of solid state design with high noise immunity and low-power consumption and must be contained within a weatherproof enclosure.

The electronic assembly must be manufactured using surface mounted components wherever possible for reliability.

All electronic components including logic and data storage components must be mounted on one replaceable circuit board.

All circuit boards must have a conformal coating meeting Mil-I-46058C (IPC-CC-830) or similar specification.

Equipment and components must be firmly mounted and housed so that they will not be damaged by shock and vibrations encountered in Transportation and use. Electronic components must be fully protected against overloads, power surges, and transients.

The ATDR must be have been verified to comply with either FCC Part 15 (Class B) requirements for radio frequency devices or CE requirements if appropriate.

2.3 ENVIRONMENTAL CAPABILITIES:

ATDRs must be capable of recording traffic continuously under the conditions of weather, humidity, and temperature likely to exist in Wichita, Kansas 67213. All field equipment must have an operating temperature range of at least 14° F to 140° F with a humidity range to 95% non-condensing relative humidity

Documentation must be provided to prove that samples of the unit model to be supplied have undergone testing to both of these temperature extremes in an environmental chamber for a minimum of one day, with sensor inputs simulated with a diagnostic test unit.

The ATDR must not be damaged by storage temperatures from -4° F to 158° F.

2.4 GENERAL HARDWARE DETAILS

The ATDR must be warranted for a period of not less than 12 months.

The ATDR must be powered by user-replaceable non-rechargeable batteries with enough capacity for over 250 days of continuous use.

The ATDR must NOT contain any on/off or power switch for the battery, so that all operations are controlled by software and firmware to eliminate inadvertent power usage.

The ATDR must return to lowest standby power usage if no axles have been detected on either sensor input for more than one week.

The user must be able to view the estimated number of days of battery life remaining and provide warning when battery is low

The ATDR must utilize an external serial communications connector, which is waterproof when unconnected, allows rapid connection without tightening external fasteners and has a sealed protective dust cap.

2.5 VEHICLE DETECTION:

Each ATDR supplied under this specification must be designed to accept two pneumatic tube inputs. The ATDR must be capable of counting on either one or two inputs or classifying in either one or two directions.

The count mode must allow split (differential) and separated tube counts. The ATDR must allow separate directions to be ascribed to tubes when in volume count set-up mode.

When classifying, the equipment will use two inputs to simultaneously collect volume, direction, speed, vehicle classification and headway data for each vehicle. The ATDR must record the time of each axle strike with a resolution of at least 1 millisecond.

The air hose sensors must be adaptive and require no adjustment for sensitivity to speed or threshold. The air hose sensors must be capable of detecting vehicles travelling at speeds of 10 mph to 100 mph. Separate tube debounce times must be available for each sensor.

Tube bounce removal must be able to be performed before and after the data is collected. The user must be warned if the difference between the two hose axle counts exceeds 5%.

Separate warnings for low battery voltage, high memory usage, and cessation of counting must be generated and acknowledged by the operator.

The ATDR must allow deferral of data collection start for up to 10 days in the future.

The ATDR unit must be capable of counting up to 10,000 axles per hour, and a six-digit total must be capable of being reported for traffic in both directions.

The ATDR unit must be able to store the equivalent of 500,000 axles total.

2.6 COUNT ACCURACY:

The vehicle count for each interval must be within +/- 2% of the actual count of vehicles in a single lane configuration from speeds of 10 mph to 100 mph. Sedgwick County, Kansas may verify compliance with this accuracy vehicle by vehicle from video taped data or with previously tested equipment.

2.7 CLASSIFICATION ACCURACY:

Vehicle type classification must be based on the number of axles and their spacing and must be according to the appropriate national classification scheme, preferably, FHWA (Scheme F). The system must allow user defined class schemes and user variations of Schemes, and must allow selection of the class scheme after the data survey is completed.

Vehicle type classification errors in a single lane configuration may not exceed 5% of the actual volume in any classification in each interval from speeds of 10 mph to 100 mph. Sedgwick County, Kansas may verify compliance with this accuracy, vehicle by vehicle, from video taped data or from previously tested equipment.

2.8 SPEED ACCURACY:

The average error in the speed of vehicles recorded must be less than + 2.5% from speeds of 10 mph to 100 mph. Sedgwick County, Kansas may verify compliance with this accuracy through simultaneous measurement of individual vehicle speeds using radar or previously tested equipment.

2.9 WHEELBASE LENGTH ACCURACY:

Average Vehicle wheelbase length errors may not exceed 1 foot. Sedgwick County, Kansas may verify compliance with this accuracy through measurement of individual vehicles or previously tested equipment.

3.0 SOFTWARE SPECIFICATIONS

The supplier of the ATDR equipment must provide software compatible with the latest Microsoft Operating System which will either interface with the ATDR equipment or provide analysis of the gathered traffic data. The supplier of the ATDR equipment must grant the purchaser a number of software licenses equal to the number of ATDR units.

3.1 ATDR ROADSIDE UNIT OPERATING SOFTWARE:

The supplier of the ATDR equipment must provide operating software compatible with the latest Microsoft Windows Operating System.

The ATDR Setup must not require input of time interval, vehicle classification scheme, measurement scheme (metric or non-metric) or speed bins during setup.

Each ATDR must be capable of recording data according to time interval options that must include, but need not be limited to: 5, 15, 30, and 60 minutes. Time interval selection must be selected by the operator after the survey.

The ATDR and related software must be able to generate reports using either English or Metric units with the choice being made after the data is collected.

The ATDR and related software must allow real-time viewing of traffic volume data during download so that data quality can be assessed while the download occurs.

The ATDR must allow 12 Alphanumeric characters to be recorded for the Site Code.

The ATDR must allow more than 70 Alphanumeric characters to be recorded for the Site Description.

The ATDR and related software must have an import feature to accept site lists in comma separated formats.

The ATDR software must be designed to prevent inadvertent destruction of data contained in memory. All operator commands, which would have this result, must provide a warning and require that the instruction be confirmed before it is executed. Failure to confirm must return the program to normal operation with all stored data intact.

The ATDR software must manage recorder operations simply and easily. Such functions must include, but need not be limited to:

1. Reporting ATDR status including battery life remaining and sensor balance.
2. Viewing real-time unprocessed vehicle or axle movements.
3. Retrieving data with real-time survey data file volume graphs.
4. Setting up a site, including site list with map co-ordinates.
5. Recording co-ordinates from a Global Positioning System (GPS) device.

3.2 ATDR DATA ANALYSIS SOFTWARE:

The supplier of the ATDR equipment must provide data analysis software compatible with the latest Microsoft Windows operating system which will process data obtained by the ATDR equipment. The supplier of the ATDR equipment must grant the State a number of software licenses equal to the number of ATDR units.

Raw data gathered by ATDR's must be compatible with MetroCount Executive Software version MTEEXEC 4.xx.

The analysis software must be capable of combining and analyzing up to 16 lanes or files and must have a single display of all time spans of all loaded files.

The analysis software must have full network support for loading files

The analysis software must be capable of adjusting the Classification algorithms or providing for user defined classification schemes.

Depending on the available model the analysis software must ultimately be able to provide reports for full individual vehicles, listing the speed, direction, class, wheelbase, headway gap, number of axles and wheel picture of every vehicle.

The analysis software must have user-defined text export formats which must include the reporting time interval, speed interval, class distribution and speed statistical subtotals

The analysis software must have an axle data quality audit to readily identify and compensate for sensor spurious inputs for classification data.

The analysis software must allow preset frequently used configuration values of vehicle schemes and classes, speeds, speed bins, headways, and units to be loaded on program execution

The analysis software must support metric and non-metric units, with a capability of unit selection after the data survey has been completed.

The analysis software must have an optional scripting language for automatic batch analysis.

The analysis software must allow reports that count axles, axle pairs, and axles divided by a user-defined factor, or count gap, and support single, dual and split sensor installations.

The analysis software must allow the user to set the speed classification bin thresholds after the data is collected.

The analysis software must allow the user to set the time intervals bin thresholds after the data is collected.

The analysis software must be capable of eliminating undesired vehicles from the data set to be analyzed.

The analysis software must be capable of excluding data from specified time periods during a day of the data set to be analyzed, and must be able to exclude entire days (such as public holidays) from the data set analysis.

The analysis software must be capable of calculating a true 85th or other percentile speed without assuming a speed distribution which is Normal, and must allow inclusion of only free flowing vehicles in the data set to be analyzed. The free flowing headway parameter specified must be alterable.

The analysis software must not allow editing of the underlying data set, and must have notation if the site code, site description, direction, spacing or times have been edited.

The analysis software must have a user manual incorporated into the software that is accessible during operation of the software.

4.0 ASSOCIATED HARDWARE ACCESSORIES

The bid price must include the provision for supplying the Purchaser with supporting accessories and equipment as shown below:

1. Six (6) communication cable (and all other equipment and cables necessary to connect to and fully operate each ATDR) per one hundred (100) ATDRs purchased.
2. One battery pack must be included per one (1) ATDRs purchased.

3. One equipment operating and analysis software license must be granted per one (1) ATDRs purchased
4. One portable data retriever must be provided per twenty five (25) ATDRs purchased. The portable data retriever must be compatible with the MetroCount Executive Software described in Section 3.2 of this specification, and the portable data retriever must be capable of displaying a graph of the traffic data set and must be either :

Note: If the above ratios are not a whole number, round up to the nearest whole integer.

5.0 BID EVALUATION AND AWARD:

Functionality of design, true overall long term operational cost, as well as, initial price will be considered in awarding the bid. Prices quoted must be F.O.B., Sedgwick County Traffic Operations, 1015 Stillwell, Bldg. 16, Wichita, Kansas 67213.

Within 30 days of notification of being the lowest responsible bidder, the successful bidder may be required to demonstrate compliance with this specification by providing one (1) ATDR system for evaluation and field testing for a thirty (30) day period prior to issuance of a purchase order. If the ATDRs prove unsatisfactory, they will be returned at the bidder's expense. Delivery of furnished products to the purchaser will be within 30 days of the notification of successful specification compliance. Failure to satisfactorily meet these requirements will result in disqualification of the bid

Full comprehensive literature must accompany the bid. This literature must describe in detail the proposed counter's ability to comply or otherwise with each of the above listed requirements.

Bidders will also furnish with the bid, information concerning:

1. References of at least three (3) organizations using this exact counter including personnel names and phone numbers
2. Type of battery or batteries required for operation and operational (counting) life expectancy of battery or batteries.

6.0 BASIS OF PAYMENT:

This item will be paid on an ATDR 'per unit' basis within 45 days of receipt of goods. The total price for this equipment must include the cost of ATDR and accessories as described herein for the described ATDR quantities. Software licenses must be included on a 'per ATDR license' basis.

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. Destination, Freight Prepaid and Allowed, which 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. Prior to a vendor being 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
Portable Automatic Traffic Data Recorder
#13-0116

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 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 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.

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 _____

PRICING (FOB Destination, Prepay and Allow) for 1 each: _____

Delivery Time: _____

Signature _____ Title _____

Print Name _____ Dated _____