

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://sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR BID #14-0011 2014 FORD UTILITY POLICE INTERCEPTOR

February 10, 2014

Sedgwick County, Kansas, will accept bids to select a vendor to provide one (1), 2014 FORD UTILITY POLICE INTERFCEPTOR for Sedgwick County. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should firms elect to participate, one (1) complete original and one (1) electronic copy on a CD of the entire document with any supplementary materials must be completed and returned to:

Gunda Angelica Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m., CDT, Tuesday February 18, 2014.** Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., CDT on the due date.

Winde Migel

Gunda Angelica Purchasing Agent

1. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

- A. The following specifications are for the procurement of one (1), 2014 FORD UTILITY POLICE INTERFCEPTOR, for Sedgwick County's Fire Department.
- **B.** The vehicle supplied to meet this specification must be current standard production, new and unused; substantiated by current published literature and price sheets.
- **C.** Service facilities staffed by qualified employees with adequate inventory of parts for repair and service of vehicle must be located in the Wichita, Kansas Area.
- **D.** After award and prior to delivery, an appointment must be made to deliver vehicle to Sedgwick County Fire Department, 1021 Stillwell, Wichita, Kansas. Please contact Captain Brian Richey at 316-660-3440.
- **E.** Delivery of vehicles must be FOB to 1021 Stillwell, Wichita, KS, ATTN: Captain Brian Richey. Contact phone number is 316-660-3440.
- **F.** Sedgwick County Fire Department will not accept ownership until vehicles have been inspected for compliance with specifications below and Manufacturer's Statement of Origin (MSO) has been delivered.
- **G.** Maintenance manuals to be invoiced separately.
- H. Provide all warranty information.
- I. Bidders must return original of a photo copy of this form and complete every space in section II, bid. Bidder shall indicate that the item being bid is exactly as specified or give a description to indicate any deviation from the specifications of the item being bid.

	SECTION 1 – Minimum Specifications		SECTION II – Bid Description
1.	Туре	All Wheel Drive	
		Four (4) Doors with lift-gate	
2.	Engine	3.5 Liter Eco-Boost with engine oil cooler	
3.	Alternator	220 AMP minimum	
4.	Front Suspension	Factory Standard	
5.	Rear Axle	Factory Standard	
6.	Transmission	Six (6) speed Automatic	
7.	Cooling System		
		20 degrees Fahrenheit, minimum. Factory installed	
		extended life coolant if available.	
8.	Brakes	Power Assist, 4 wheel heavy duty disc with anti-lock, roll	
		stability control and traction control.	
9.	Tire – Wheels	Four (4) minimum 18" x 8" wheels with wheel covers	
		Four (4) 245/55R18 All Season tires with Tire Pressure	
		Monitoring System (TPMS)	
		One (1) spare: full size steel wheel with matching tire with	
		TPMS	
10.	Bumpers	Factory standard front and rear with rear recovery hooks	
11.	Electrical System	Heavy Duty 750 CCA Battery	
12.	Instruments	Direct Reading Gauges; lights are NOT acceptable	
13.	Steering	Tilt Steering	
		Cruise control	
14.	Windows/Mirrors	Privacy Glass on 2 nd row, rear quarter and lift-gate	
		Power windows	
		Power electric remote, heated side-view mirrors	
15.	Locks	Power Door Locks	

16.	Color	Exterior Color: White or Oxford White	
17	Interior	Charcoal Black (or similar) Cloth Seats: Front Bucket Seats.	
		Driver's seat to be electric 6-way adjustable, rear seat to be	
		60/40 bench	
		1 st and 2 nd row carpeting, center floor console without shifter	
18.	Heating &	Factory standard heater, defroster and air conditioning.	
	Air		
	Conditioning		
19.	Keys	Remote keyless entry with key. No Fleet Key	
20.	Additional	Post crash altering system	
21.	Required	Sync Voice activated system	
22.	Equipment	Roof Rack Side Rails	
23.		Rear View Camera	
24.		Badge: Delete (no police interceptor markings)	
25.		Front Headlamp lighting solution option 66A	

J. Vendor to include following quote for optional package. Option to purchase is at buyers discretion.

	SECTION I -	Minimum Specifications for optional package	SECTION II – Bid
			Description
26.	Emergency	One [1] 48" Whelen Liberty Light bar # SW8BBRR with SRALF1,	
	Lighting	LED Alley Lights, SXTDLED High Intensity Take down Light and	
		four [4] front Directional 500 series Linear 6 two red, two blue and	
		Six rear Directional 500 Series Linear 6 three[3] red and three[3]	
		Blue. The rear lights shall also work as a traffic advisor.	
		There shall be [2] Whelen PAR28C Clear 3.5" LEDs installed in	
		each Fog Light assembly using Whelen # P28FX11 Fog Light	
		Mounting Kit. PFLASH will need to be mounted with lights to	
		allow steady burn mode for fog light and wig wag option in code	
		red.	
		There shall be [1] Whelen IONR Red and [1] Whelen IONB Blue	
		LEDs installed in the front grill.	
		There shall be [1] Whelen IONR Red and [1] Whelen IONB Blue	
		LEDs installed on the rear license plate using [1] Whelen IONBKT1	
		License plate bracket.	
		There shall be [1] Whelen IONR Red and [1] Whelen IONB Blue	
		LEDs installed on the corners of the rear door facing the rear with	
		[2] Whelen IONK1B swivel bracket.	
		There shall be [1] Whelen IONR Red and [1] Whelen IONB Blue	
		LEDs installed on bottom of the door facing the rear of the vehicle	
		when hatch is open with [2] Whelen IONGROM	
		There shall be [2] Whelen MBFX11JJ installed on each Mirror	
27.	Siren/	One [1] Whelen Cencom CCSRN3 Siren/switch control w/ mic	
	Switching/	extension installed with Park kit/hands free operation. Along with	
	Speakers	the Cencom there shall be one [1] Whelen Broadcaster, digital Voice	
		Message Recorder supplied and installed. There shall be one [1]	
		SA315P 100 watt Siren Speakers installed in the front grill area	
28.	Havis Console	There shall be One [1] Havis C-VS-1308-INUT 21" Vehicle	
		Specific console installed with C-CUP2-I cup holder, C-ARM-103	
		Arm Rest, C-AP-0625 6" accessory pocket, 2.5" deep and all radio	
		and siren control Mounts.	

29.	Wiring	All wiring for 12V DC installed items shall be of the proper gauge to carry 150% (minimum) of the rated load for each item. There shall be a [as built] wiring schematic provided for this vehicle upon delivery. There shall be a 125 amp main breaker with manual reset and there shall have one [1] Havis Charge guard installed between this system and computers.	
		All wiring for installed items shall be color coded. Grommets or other industry approved wire protection to be provided wherever wire is routed over a metal edge or through a bulkhead or wall. All accessory wiring is to be color coded and documented. "As built" wiring schematics are to be provided.	

2. QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Gunda Angelica at <u>gangelic@sedgwick.gov</u>. and Captain Brian Richey at <u>brichey@sedgwick.gov</u>. All questions must be submitted in writing by 3:00 p.m. February 12, 2013.

<u>3. TENTATIVE TIMELINE</u>

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

Distribution of Request for Bid to interested parties	February 10, 2014
Clarification, Information and Questions submitted in writing by 3:00 p.m. CDT	February 12, 2014
Addendum Issued in writing by 5:00 p.m.	February 13, 2014
Sealed bids due before 1:45pm CDT	February 18, 2014
Evaluation Period	February 18-20, 2014
Board of Bids and Contracts Recommendation	February 27, 2014
Board of County Commission Award	March 5, 2014

4. REQUEST FOR BID CONDITIONS

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

- 1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
- 2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
- 3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
- 4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
- 5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- 6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
- 7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.

- 8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
- 9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
- 10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
- 11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- 12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
- 13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
- 14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
- 15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
- 16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- 17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
- 18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
- 19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
- 20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
- 21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- 22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
- 23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
- 24. If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in

Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

- 25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarrent, 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 RFB # 14-0011 FORD UTILITY POLICE INTERFCEPTOR

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			<u>_</u>
DBA/SA	ME		
CONTAC	СТ		
ADDRES	S	CITY/STATE	ZIP
PHONE		FAXHOURS	6
TAX PA	YER I.D. N	IUMBER STATE INCORPORT	RATED
		SITE ADDRESS E-MAIL	
		ATIONS NUMBER OF PERSONS EMPLOYED	
		ZATION: Public Corporation Private Corporation So	
Partnersh	ipS	Small Business ManufacturerDistributorReta	ailDealer
General N	- Vature of B	usiness FEIN/SS # W-9 included	
Not a Mir	nority Own	ed Business Minority Owned Business: Certification	#
African A	.merican _	Asian Hispanic Native American OtherWoman	Owned Business
	Qty	Description	Extended Cost
	1 ea.	2014 FORD UTILITY POLICE INTERFCEPTOR	\$
	1 ea.	Optional Package for 2014 Ford Utility Police Interceptor	Ψ
	1 ea.	Manuals: One complete set Paper or CDROM	\$
	1 Ca.		φ
		Total Delivery Charge to 1021 Stillwell, Wichita KS	
		Grand Total	\$
vendor's	responsibil	RECEIPT OF ADDENDA: All addendum(s) are posted to our R ity to check and confirm all addendum(s) related to this document b nty.org/finance/purchasing.asp .	
		D; NO, DATED; NO, DATED	
		onse to this document, vendor acknowledges acceptance of all section	

clearly delineated and detailed any exceptions.

Signature	_Title
Print Name	Dated