



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR BID

#14-0047

**2015 REGULAR CAB DUAL WHEEL TRUCK WITH
ARTICULATING TELESCOPIC AERIAL DEVICE**

May 13, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide one (1) 2015 REGULAR CAB DUAL WHEEL TRUCK WITH ARTICULATING TELESCOPIC AERIAL DEVICE, for Public Works Traffic Ops use. It is anticipated that an official contract and/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. To ensure that vendors have complete information prior to submitting a bid, **a pre-bid meeting has been scheduled for May 22, 2014 beginning at 10:00 a.m. CDT in the break room located at Sedgwick County Fleet Management, 1021 W. Stillwell St., Wichita, Kansas.** Should firms elect to submit a bid, one (1) complete original, one (1) copy, and one (1) complete electronic copy on a disc or USB flash drive (including all supplementary materials) must be completed and returned to:

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

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, June 3, 2014.** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. 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. No information other than the respondent's name will be disclosed at bid opening.

QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Gunda Angelica at gangelic@sedgwick.gov and Penny Poland at ppoland@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CDT, May 23, 2014. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/finance/purchasing.asp by May 28, 2014. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

Gunda Angelica
Purchasing Agent

1. ABOUT THIS DOCUMENT

The nature of this request is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful bidder will understand that portions (potentially all) of their bid may become public record at any time after receipt of bids. Bid responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in bid responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 503,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education. In accordance with the specifications outlined here, it is the intent to receive bids to provide one (1) 2015 REGULAR CAB DUAL WHEEL TRUCK WITH ARTICULATING TELESCOPIC AERIAL DEVICE, for Public Works' use. This vehicle will be used for a range of functions, including general routine electrical maintenance to emergency repair/replacement, including KDOT traffic signals. Equipment will be used for lifting parts, equipment and people for overhead working conditions up to 40 feet. Equipment must be capable of operating in light and heavy traffic 24 hours per day, 7 days a week. Mileage is estimated at 15,000 per year.

3. MINIMUM QUALIFICATIONS

The successful proposer must:

- 3.1 Have experience with the equipment and technical ability; and have personnel and facilities to properly complete, coordinate and administer the contract, if awarded.
- 3.2 Have proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents.
- 3.3 Provide product/services following all applicable federal, state, and local laws, regulations and ordinances.

4. GENERAL REQUIREMENTS

- 4.1 Must be new current production model.
- 4.2 Provide manufacturer name, model proposed and include specifications.
- 4.3 Provide a lead time for production.

5. MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

The following specifications are provided for procurement of one (1) 2015 REGULAR CAB DUAL WHEEL TRUCK WITH ARTICULATING TELESCOPIC AERIAL DEVICE, for Public Works'.

- 5.1 Any items appearing in the equipment manufacturer's regular published specifications furnished by the proposers are assumed included in the proposer's response.
- 5.2 All items proposed to be factory installed unless authorized by Sedgwick County Fleet Management.
- 5.3 Price bid must include delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas 67213.
- 5.4 After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021 W. Stillwell St., Wichita, KS. Please contact Penny Poland at 316-660-7477. Deliver to Rex Victory's attention.
- 5.5 Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and Manufacturer's Statement of Origin (MSO) has been delivered.
- 5.6 Manufacturer's ordering form must be included with bid submittal for the purpose of ordering the vehicles.
- 5.7 Provide one complete set of manuals including parts manual, and repair and maintenance manual, including wiring schematics. Manuals shall be invoiced separately.
- 5.8 Operator manuals and parts manuals for all equipment mounted on vehicle shall be supplied.
- 5.9 Provide all warranty information.
- 5.10 Contract pricing for labor and parts will be established for three (3) years. This contract will cover any work or

- repairs needed that do not fall under warranty work and will include like equipment owned by the County.
- 5.11 The winning bidder will provide operator training and assistance with calibration of the systems at a location to be determined by the County
- 5.12 Trucks shall meet all current DOT regulations and all lighting shall meet DOT regulations.
- 5.13 Trucks shall meet current EPA emissions standards.
- 5.14 Trucks shall meet or exceed industry or SAE standards. Standard used by societies that are not members of the American National Standards Institute will not be accepted.
- 5.15 Load testing and stability testing per ANSI A92.2. Copies of test reports required for Aerial Device.
- 5.16 **All requirements and specifications are intended to be minimum specifications and any additions, deletions, or variations from the following specifications must be noted by the vendor on the bid response form. Manufacturer's standard equipment presumed to be included unless otherwise specified. Vendor shall indicate in the "Yes/No" column if their bid complies on each specific item. Any additions, deletions, or variations from the following specifications should be clearly identified and detailed in a response using corresponding specification number.**

SPECIFICATIONS		MEETS SPECIFICATION	
		YES	NO
5.16.1	CHASSIS: 2015 Dodge 5500, dual rear wheels, utility bed, minimum gross vehicle weight rating (GVWR) of 19,500 lbs.		
5.16.2	ENGINE: Minimum 6.7 Liter Cummins Turbo Diesel I6. Fuel system equipped with anti-moisture system to include filter. Dash warning light, and fuel siphoning system and block heater		
5.16.3	SUSPENSION: Heavy duty springs, heavy duty gas charged shock absorbers on front and rear axles		
5.16.4	FRONT AXLE: Heavy duty front suspension		
5.16.5.	REAR AXLE:		
a.	Full floating single speed, with dual rear wheels.		
b.	Rear axle to have a minimum capacity of 14,706 lbs.		
c.	Auxiliary Springs may be used if necessary for desired GVWR of 19,500 lbs. Gear ratio to be 4.44 or factory recommended		
5.16.6.	WHEEL BASE: Wheel Base (168.5") to be adjusted for specified 84" cab to axle utility box		
5.16.7.	COOLING SYSTEM: Heavy duty cooling system with anti-freeze protection to -34 degrees F. Minimum factory installed extended life coolant if available		
5.16.8	TRANSMISSION: Allison six-speed automatic transmission with available left and right side access for split shaft PTO operation when ordered with available Cummins 6.7L turbo diesel engine		
5.16.9	BRAKES: Heavy duty power assist, 4 wheel disc, sufficient GVWR rating at not less than 17,900 lbs. with 4 wheel ABS with factory trailer brake controller		
5.16.10	TIRES/WHEELS:		
a.	Six (6) minimum 19.5" wheels		
b.	Six (6) blackwall tires 225/70R19.5 BSW rated to match payload/GVWR requirements. On/Off road tread		
5.16.11	BUMPERS: Front bumper: standard, equipped with two (2) front frame mounted tow hooks. See Specification #5.16.24.q for rear bumper		
5.16.12	EXTERIOR COLOR: White with clear coat		
5.16.13	SERVICE BODY: Service & maintenance type utility body mounted on this chassis. Body to be painted to match exterior color of vehicle. Body to be all steel welded construction. Body to be Altec Model LGS-102-60 or approved equal, with flush mounted tail/stop signal and back-up lights installed in the tailshelf. Tail / stop – turn, and clearance lights shall be flange mounted lights. All compartment doors will have locks and keyed alike		

5.16.14	TRUCK BODY: Regular cab, 2 doors, white with clear coat. Factory mounted running boards / bar with anti-slip step pad		
5.16.15	STEERING: Integral power steering		
5.16.16	ELECTRICAL SYSTEM: Dual heavy duty 750 CCA batteries with 160 amps alternator minimum and auxiliary idle control		
5.16.17	INSTRUMENTS: Direct reading gauges: Lights only are not acceptable		
5.16.18	SEATS: 40-20-40 front seat (no cloth material) gray or charcoal in color		
5.16.19	HEATING & AIR CONDITIONING: Factory standard heater, defroster and air conditioning		
5.16.20	MISCELLANEOUS:		
a.	Dual left & right power-adjust & heated outside rear view mirrors; low profile extended camper style with regular and convex mirrors		
b.	Power Door Locks. Power Windows. Cruise Control. Back-up camera with 7" screen. AM/FM radio		
c.	Engine block heater		
d.	Rope lighting in all tool pack compartments		
e.	2,400 watt Pure-Sine Wave inverter		
f.	120 volt GFCI receptacles with weather-resistant enclosure at rear and platform		
g.	40-gallon fuel tank with tank shield and skid plate		
h.	All options and/or option packages that are factory standard on the model bid must be provided on the vehicle bid		
5.16.21	SPECIAL NOTES:		
a.	Mileage: Odometer reading must not exceed 1,500 miles when delivered to 1021 W. Stillwell St., Wichita, KS		
b.	Deletion: No factory installed standard equipment or optional package equipment to be deleted		
5.16.22	MANUALS: (Manuals may be provided on CD-ROM)		
a.	Current Edition of the Operators Manual		
b.	Current Edition of the Service/Maintenance Repair Manuals		
c.	Current Edition of the Electrical Diagrams		
d.	Current Edition of the Emissions Diagnoses Manual		
5.16.23	ALTEC AT40S AERIAL DEVICE WITH UTILITY BOX or equal		
	AERIAL DEVICE: Aerial device shall have insulated articulating lower and upper boom arm side-by-side boom configuration. Articulating arm with continuous rotation; aerial device will include the following components and meet the following specifications		
a.	1. Two-man end mounted metal platform with rotator. Platform dimensions are 60" x 36" x 45" and rated platform capacity up to 440 lbs. (when jib is added)		
b.	Platform rotation will be 180 degrees continuous at boom tip with tilt		
c.	40' from ground to bottom of platform		
d.	45' working height		
e.	30' 3" maximum reach from centerline of rotation to tip of platform at 16.5' platform height		
f.	10' 3" (approximate) stowed travel height		
g.	Hydraulic boom extension		
h.	Continuous rotation		
i.	Open center hydraulic system operating at minimum 3,000 psi and 6 gallons per minute; 15 gallon reservoir		
j.	Hydraulic leveling system		
k.	Hydraulic tool circuit at platform with one (1) set of quick disconnects. Open center with relief pressure at 2.25 psi		
l.	120 volt electric outlet at boom tip		
m.	Material handling jib/winch package with capacity up to 600 lbs		

n.	Lifting eye rated at minimum 1000 lbs		
o.	Engine "Start/Stop" and emergency secondary stowage at the platform and lower controls		
p.	Primary modified A-frame outriggers with 112" max spread		
q.	Electric outrigger controls		
r.	Fall protection		
s.	4-position dielectric safe "Iso-Grip Control Handle"		
5.16.24	GENERAL SERVICE BODY WITH STEP		
a.	Steel body. 132" body length, 94" body width, 40" body compartment height, 20" body compartment depth, 24" from body floor to compartment tops		
b.	8" steel structural channel cross members		
c.	Finish paint the entire body "white". Body bed floor coated with "LineX" type protective anti-slip protection		
d.	Undercoating applied under body		
e.	5.5" drop-in wood cargo retaining board at rear of body and at top of side access step		
f.	Stainless steel rotary paddle latches with keyed-alike locks on all utility tool box doors. Standard master body lock system. Gas props on all vertical doors. Chains on all horizontal doors		
g.	Hotstick shelf extending full length of body on streetside with two (2) hotstick brackets inside		
h.	1 st vertical street side (SS) -34" wide – one (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4" centers		
i.	2 nd vertical (SS) – 24" wide – two (2) adjustable shelves with removable dividers on 4" centers		
j.	1 st horizontal (SS) – 50" wide – one (1) fixed shelf with removable dividers on 4" centers on bottom of compartment		
k.	Rear vertical (SS) – 24" wide – six (6) locking swivel hooks on an adjustable rail (1-4-1)		
l.	1 st vertical curb side (CS) – 34" wide – one (1) outrigger housing and two (2) adjustable shelves with removable dividers on 4" centers		
m.	2 nd vertical (CS) – 24" wide – gripstrut access steps with two (2) sloped grab handles		
n.	1 st horizontal (CS) – 50" – one (1) adjustable shelf with removable dividers on 4" centers. (no fixed shelf to be added to bottom of compartment)		
o.	Rear vertical (CS) – 24" – six (6) locking swivel hooks installed on an adjustable rail (1-4-1). Two (2) wire spool mounting racks mounted to the door		
p.	Body floor cut-out for aerial device at front of body		
q.	a) Steel tailshelf, 48" long x 94" wide, with wheel chock holders installed on each side. Two (2) wheel chocks. Rigid step mounted beneath side access steps (installed to extend approximately 2" outward)		
q.	b) Two (2) outrigger pads with pad holders mounted under 1 st vertical compartments (SS & CS)		
r.	Dual tone back-up with outrigger motion alarm		
s.	6-way trailer receptacle (pin type) installed at rear		
t.	PTO indicator light installed in cab.		
u.	Two (2) Whelen Amber LED strobe light with SS brush guard mounted on 1 st vertical (SS & CS) compartments. One (1) Whelen directional strip LED strobe bar light mounted on the tailshelf		
v.	Dielectric test unit according to American National Standard Institute (ANSI) requirements		
w.	Stability test unit according to ANSI requirements		
x.	Backup camera with 7" screen		
y.	Rope lighting in all compartments		
z.	2,400 watt Pure-Sine Wave inverter		
aa.	120 volt GFCI receptacles including weather-resistant enclosure at rear and boom tip at platform		

ab.	Receiver hitch with 2" ball		
5.16.25	KEYS: Three (3) sets of keys		
5.16.26	TRAINING AND TECHNICAL INFORMATION:		
a.	County technicians shall receive safety training		
b.	Sedgwick County Fleet Management shall receive diagnostic software and diagnostic information and training to diagnose and repair equipment purchased		

6. SELECTION CRITERIA.

The selection process will be based on the responses to this Request for Bid and any interviews required verifying the ability of proposer to provide services in accordance with this document. A committee will evaluate each proposer's response as determined by meeting the following criteria (ranked in no particular order):

- Demonstrate clearly and completely your ability and capacity to meet all Request for Bid Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the bid
- Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein
- Proposing the equipment described herein with the most advantageous and prudent methodology to the County
- Purchase price
- Warranty and availability of equipment

Those submitting a bid do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting bids, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

County reserves the right to reject any bid, determine any irregularities, and make final determination for award.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for bid process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

7. TIME IS OF THE ESSENCE

Time is of the essence for completion and delivery of vehicles in this contract. It is anticipated that delivery will be met in a timely fashion. Any delay in delivery described herein, shall result in the vendor being assessed liquidated damages. While the costs to the County in the event of a late delivery might not be easily and readily determinable, the liquidated damages are meant to include but not be limited to the County's increased maintenance costs for existing vehicles, necessary rental costs suffered by the County, lost employee productivity, and the County's inability to complete responsibilities, some of which are required by law and/or existing contracts.

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) per vehicle per day shall be assessed for any late delivery. The County will deduct the total liquidated damages from the corresponding purchase order payment(s). At any point prior to the required delivery date, if the awarded vendor knows the vehicles will not be ready for delivery on the required delivery date, the vendor may contact the Sedgwick County Purchasing Department, which, based entirely upon its own discretion, may waive the liquidated damages for good cause shown. Any such request for a waiver shall be made by the vendor in writing and any such waiver by the Purchasing Department shall also be in writing.

8. TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact Gunda Angelica at (316) 660-7262 to confirm any and all dates.

Distribution of Request for Bid to interested parties	May 13, 2014
Pre-Bid Meeting at 10:00 a.m.	May 22, 2014
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	May 23, 2014
Addendum Issued	May 28, 2014
Sealed bids due before 1:45 p.m. CDT	June 3, 2014
Evaluation Period	June 4-11, 2014
Board of Bids and Contracts Recommendation	June 12, 2014
Board of County Commission Award	June 18, 2014

9. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a ninety (90) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best bid, or call for new bids and award an agreement for the same services to another qualified firm to provide services.

10. 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.).

11. GENERAL CONTRACT PROVISIONS

The following appendix is language the County requires for all contracts that are entered in to (if duplication exist, previous sections prevail). http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf.

12. BID CONTENT

The bid response should be organized in the following format and information sequence:

1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, quality control, and the demonstration of your ability to deliver a quality product.
2. Provide a list of four (4) past or current client references; include organization, address, date of services, scope of services/product, contact person, telephone number, and an email address.
3. Clearly address in sequential order each of the minimum qualifications listed in Section 3.
4. Clearly address in sequential order each of the minimum mandatory requirements/specifications listed in Section 5. *Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
5. Provide copy of Insurance.
6. Provide complete warranty information.
7. 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
8. Sign and return the completed signed Bid Response Form that is provided on page 11 and 12.

BID RESPONSE FORM (Page 1 of 2)
#14-0047
2015 REGULAR CAB DUAL WHEEL TRUCK WITH
ARTICULATING TELESCOPIC AERIAL DEVICE

The undersigned, on behalf of the Proposer, 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 WEBSITE 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 RFB/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/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

(Continued to next page)

BID RESPONSE FORM (Page 2 of 2)
#14-0047
2015 REGULAR CAB DUAL WHEEL TRUCK WITH
ARTICULATING TELESCOPIC AERIAL DEVICE

Qty.	Description	Unit Price	Extended Price
1 ea.	2015 REGULAR CAB DUAL WHEEL TRUCK WITH ARTICULATING TELESROPIC AERIAL DEVICE	\$	\$
Make/Model			
1 ea.	Operator manuals for truck and for all equipment mounted on vehicle	\$	\$
1 ea.	Service/Maintenance Repair Manuals	\$	\$
1 ea.	Electrical Diagrams	\$	\$
1 ea.	Emissions Diagnoses Manual		
Grand Total			\$
Delivery Date:			

Contract pricing for labor and parts will be established for three (3) years. This contract will cover any work or repairs needed on this equipment and other like equipment that does not fall under warranty work.

Description	Cost Year 1	Cost Year 2	Cost Year 3
Hourly labor rate	\$		
Parts: cost + markup	%	%	%
Freight charge, pick up and delivery (one way)	\$		

**If a contract has already been established with your company on a previous RFB/RFP please note the RFB/RFP #_____.

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 _____

Print Name _____ Dated _____