



**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
#14-0074
SLIP-IN PUMP & TANK UNIT**

July 24, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide one (1) SLIP-IN PUMP & TANK UNIT, for Sedgwick County Fire Department's 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 August 4, 2014 beginning at 10:00 a.m. CDT in the Division of Finance conference room located on the 8th floor at 525 N. Main St., Suite 823, Wichita, Kansas.** Should firms elect to submit a bid, one (1) complete original, and one complete (1) copy, or 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, August 19, 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 Gunda.Angelica@sedgwick.gov and Brian Richey at Brian.Richey@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CDT, August 6, 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 August 8, 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) SLIP-IN PUMP & TANK UNIT, for Sedgwick County Fire Department’s use. Order must be delivered no later than December 1, 2014.

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 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 SPECIFICATIONS REQUIRED

The following specifications are provided for procurement of one (1) SLIP-IN PUMP & TANK UNIT.

- 5.1 Price bid must include delivery to Sedgwick County Fire Department Maintenance Facility located at 1021 W. Stillwell St., Wichita, Kansas 67213.
- 5.2 After award and prior to delivery, an appointment must be made to deliver equipment with Brian Richey at 316-660-3440.
- 5.3 Sedgwick Fire Department Maintenance Facility will not accept ownership until equipment has been inspected for compliance with specifications below.
- 5.4 Provide one complete set of manuals including parts manual, and repair and maintenance manual, including wiring schematics.

5.5 Bidder shall indicate in the “Yes/No” column if their bid complies on each specific item. Bidder shall identify all exceptions requested on a separate page titled “EXCEPTIONS TO SPECIFICATIONS” clearly identified using corresponding specification number which will be submitted with their bid. Bidder shall make reference to the subject and paragraph exception pertains to. Exceptions will be fully supported with engineering data, photos, illustrations, and all other information needed for owner’s representative to make a full and complete evaluation of exception requested.

SPECIFICATIONS		MEETS SPECIFICATION	
		YES	NO
5.5.1	Pump: Hale, Model HPXB100-B18. Unit delivered will be equipped with electric start		
5.5.2	Engine: Briggs & Stratton Vanguard Model 350400 Series with 18 HP		
5.5.3	Pump to be centrifugal design, minimum capacities to be:		

		<u>GPM</u>	<u>at</u>	<u>PSI</u>		
		15		280		
		100		150		
		150		50		
5.5.4	Impeller to be bronze double hubbed for hydraulic balance					
5.5.5	Wear rings to be bronze replaceable type					
5.5.6	Shaft seal to spring load mechanical					
5.5.7	Spark arrestor and exhaust venture primer to enable drafting from tank or other water supply					
5.5.8	Pump and engine to be located at floor level of skid to completely eliminate pump priming problems when pumping from booster tank. Pump, engine and fuel tank will be mounted on skid floor					
5.5.9	Heavy duty piping and fittings used throughout the system. All plumbing will be designed to prevent electrolysis					
5.5.10	Brass drains to fully drain pump, manifold and plumbing. Pump manifold design will allow for complete draining of all pump valves, hoses, and plumbing due to extended periods of outside storage due to drill cycles or other occasions where apparatus will be unattended in inclement weather					
5.5.11	Pump engine starter to be prewired with plug-in connectors to enable hook-up to vehicle battery and charging system					
5.5.12	Pump engine will have an oil drain line plumbed to the front of the control panel area at floor level, to allow for easy access for draining oil. Drain line will have a valve accessible from the pump control panel area (at floor level). The Pump/Engine shall be isolation mounted onto a cross-linked polyethylene platform which also serves as a 3 gallon gas tank					
5.5.13	<p align="center"><u>Required Operating Valves/Controls/Fittings</u></p> <p>General Requirement: All valves required/specified and supplied/installed with slip-in pump units will be full flow, quarter turn, ball valves. All control valve handles to be legibly identified for ease of operation. All suction and discharge connections including caps will be high quality and chrome plated with chains attached where applicable.</p> <p>Note: All Intake and discharge valves will be an 8800 series valve manufactured by Akron Brass</p>					
a	One Each, 2-1/2" inlet with a 2-1/2" brass valve with cap. Thread to be 2-1/2" NSTF. Valve control will be at the valve and accessible from the rear of the truck (near but not on the pump panel). A check valve will be installed at the tank location to prevent back filling the tank from a fire hydrant. This action is intended to reduce the chances of damage to the internal plumbing inside the tank					
b	One Each, 2-1/2" tank to pump valve. Valve control will be at the valve and accessible from the rear of the truck (but not on the pump panel)					
c	One Each, 1-1/2" minimum brass quarter turn ball valve with control at the pump control panel, shall be provided for recirculating water to prevent pump overheating or winter freeze-up. A 1-1/2" check valve will be installed at the tank connection to prevent water from draining out of the tank into the plumbing to reduce the chances of freeze-up. The discharge hose from the valve going to the tank will be of 1-1/2" I.D. hose					
d	One Each, 1-1/2" brass, quarter turn ball valve for the booster line with control at the pump panel. The discharge hose from the valve going to the booster reel will be of 1-1/2" I.D. hose					
5.5.14	Pump/Valve Operating Control Panel					
a	Control panel will have a minimum dimension of 20 inches in width x 20 inches in height. (No exceptions to minimum pump panel size). Pump panel will be solid mounted to the rear of the skid unit and will support rapid access to all controls for operating from the rear of the truck. Panel will be constructed of Aluminum or Stainless Steel					
b	Control panel will be designed to provide easy access to operator while standing behind truck with unit installed					
c	The following controls, at a minimum, must be located on the pump control panel:					
	1. Lighted pump-engine control panel prewired for connection to the vehicle battery					
	2. Start/stop switch for pump engine					
	3. Hand throttle control will be Vernier style (no exceptions)					
	4. Choke control					
	5. Low Oil Pressure indicating light					

	6. 2-1/2" minimum diameter, lighted discharge gauge, temperature rated to 30 degrees below zero, 0-400 psi		
	7. Valves/Controls for the following functions: 1) garden hose; 2) recirculating/refill valve; 3) Booster hose; 4) forestry hose; 5) crosslay hose. All will have proper identification labels attached		
	8. Primer Control		
	9. Class 1 Intelli-tank 4 water level gauge		
5.5.15	<u>Water/Booster Tank</u>		
a	Tank will be a "UPF POLY-TANK". <u>Defender 3 Series</u>		
b	<i>Tank capacity will be 300 Gallons with 8 gallon foam cell</i>		
c	Tank will be designed to keep the height at the lowest profile practical/possible. This requirement is to keep the weight of the unit as low as possible in the truck for stability reasons		
d	Tank to be baffled for approximately 40 to 63 gal. compartments. Tank to be designed to prevent swirling, cavitation, and to provide a suction sump floor		
e	8" fill tower, 3" overflow / vent, with cap		
f	Tank will be constructed of 1/2" thick textured polypropylene sheet stock with AccTuf resin. The material shall be of a certified, high quality, non-corrosive stress-relieved thermoplastic, and shall be black in color		
g	Tank outlet to be a minimum of 2-1/2"		
h	Tank to have fill indicator panel made of translucent material		
5.5.16	<u>Hose Beds</u>		
a	Tank cover to include an aluminum hose bed to support 200 ft. of 1-3/4" double jacket hose. Aluminum shall be a minimum of 1/4" thick and full seam welding as where required. Exact interior dimensions of the hose bed are not known at this time, but will be approximately 10" wide x 72" long x 10" high and will incorporate a stainless steel hinged lid		
b	Owner's representative will approve exact positioning of this hose bed		
c	Hose bed will have a hinged (piano style) cover installed on top. The hinge will run the entire length of the hose bed. Hinge will be made of Stainless Steel		
d	Hose bed to be plumbed with a 1-1/2" chickson swivel and control shall be at the pump control panel		
5.5.17	<u>Booster Reel</u>		
a	Hanney, Model SBEP-F 38-23-24 (No Exceptions), electric rewind hose reel with two hundred fifty feet capacity for 1" booster hose. Control valve for booster line will be a full flow, 1/4 turn ball valve, located at the pump control panel		
b	Two hundred (200) feet of 1", 800 psi BOSTON MFD hose coupled each 100 feet with BARWAY Couplings to be furnished (no exceptions to brand of hose or couplings)		
c	2 Hose guides to protect hose when pulling off right or left side of the vehicle. Ne located on the booster reel and one located on the pump panel		
d	Rewind button for booster reel will be located at the pump control panel		
e	Booster reel will be mounted such that the hose can be removed from the rear of the truck		
f	Booster reel operation will be controlled by 1-1/2" valve at pump control panel		
	<u>Option 1</u>		
5.5.18	<u>Foam System</u> The skid unit shall be equipped with an Foam Pro 1601-1.5M fully electronic, variable speed direct injection, and discharge side foam proportioning system. The system shall be capable of handling Class A foam concentrate. The foam system shall be based on direct measurement of water flows and remain consistent within the specified flows and pressures. System must be capable of delivering accuracy to within 3% of calibrated settings over the advertised operation range when installed to factory standards. The system shall be equipped with a control module suitable for installation on the pump panel. Incorporated within the motor driver shall be a microprocessor that receives input from the system flow-meter, while also monitoring foam concentrate pump output, comparing values to ensure that the operator preset proportional amount of foam is injected into the discharge side of the pump. A paddlewheel type flow-meter shall be installed in the discharge system specified to be foam capable		

5.5.19	<u>Dimensions, Skid Unit & Miscellaneous Other General Requirements</u>		
a	Engine, plumbing and all components will be painted red (or combination red and black) with high quality finish		
b	Owner desires to keep tank profile as low as practical and within the limitations of the water tank capacity requirements and the truck beds dimensions. The overall design of this slip-in pump unit must be capable of being mounted within Owner supplied KNAPHEIDE Model 6108D54J utility bed mounted on a Ford 550 Crew-Cab Series Chassis. Approximate dimensions of said utility bed are: 49" wide x 108" long. Units shall also be designed to accommodate wheel well dimensions. <i><u>Bidders assume ALL RESPOSIBILITY for verifying all information related to utility bed dimensions and conditions.</u></i>		
c	<i><u>Note: SUCCESSFUL BIDDER WILL VERIFY ALL DIMENSIONS OF PROPOSED SKID MOUNTED PUMP UNIT FOR OWNER APPROVAL PRIOR TO FABRICATING THE SAME.</u></i>		
d	Pump panel to be painted black. Pump may be painted red or some combination of red and black depending on normal practice. Verify with Owner		

6. WARRANTY

All components EXCEPT tank unit supplied will have a full warranty to cover 100% of all components including required parts and labor for a period of one year. Water Tank must have a LIFETIME warranty

7. 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.

8. TIME IS OF THE ESSENCE

Time is of the essence for completion and delivery of the pump 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 pump 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.

9. 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	July 24, 2014
Pre-Bid Meeting at 10:00 a.m. CDT	August 4, 2014
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	August 6, 2014
Addendum Issued	August 8, 2014
Sealed bids due before 1:45 p.m. CDT	August 19, 2014
Evaluation Period	August 20-26, 2014
Board of Bids and Contracts Recommendation	August 28, 2014
Board of County Commission Award	September 3, 2014

10. 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.

11. 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.).

12. 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.

13. 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 specifications listed in Section 5. *Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
5. Provide complete warranty information.
6. 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
7. Complete and return the signed Bid Response Form that is provided on page 10.

BID RESPONSE FORM
#14-0074
SLIP-IN PUMP & TANK UNIT

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 _____

Qty.	Description	Unit Price	Extended Price
1 ea.	SLIP-IN PUMP & TANK UNIT	\$	\$
Grand Total			\$
Delivery Date:			

Signature _____ Title _____

Print Name _____ Dated _____