



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
#14-0076

FOUR WHEEL DRIVE CREW CAB TRUCK WITH UTILITY BED

July 24, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide one (1) FOUR WHEEL DRIVE CREW CAB TRUCK WITH UTILITY BED, 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 CD 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) FOUR WHEEL DRIVE CREW CAB TRUCK WITH UTILITY BED, for County Fire Department's use. Order must be delivered no later than December 1, 2014. Sedgwick County Fire Department has approved the following vehicles for this specification: Ford F-550, Dodge 5500 and International TerraStar. Vehicles made by other manufacturers which meet the criterion of this specification are also eligible to bid.

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 The manufacturer must be prepared to prove satisfactory experience in the design and manufacture of the type vehicle described herein.
- 3.3 Local service facilitates staffed by qualified employees with adequate inventory of parts for repair and service of vehicle must be located in the Wichita, Kansas area.
- 3.4 Units bid must meet or exceeds industry or Society of Automotive Engineers (SAE) standards. Standards used by societies that are not members of the American National Standards Institute will not be accepted.
- 3.5 Provide products/services following all applicable federal, state, and local laws, regulations and ordinances.

4. GENERAL REQUIREMENTS

- 4.1 Must be new and unused 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) FOUR WHEEL DRIVE, CREW CAB TRUCK,.

- 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 or access website for all troubleshooting and repair needs (preferred)
- 5.5 Include a copy of manufacturer's specification's and warranty for truck bid.
- 5.6 Trucks shall meet all current DOT regulations for lighting.
- 5.7 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 each exception pertains to. Exceptions must 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
5.8.1	TYPE: 4 WHEEL DRIVE, DUAL REAR WHEELS, CREW CAB, UTILITY BED, WITH MIN. GVW OF 19,500 LBS		
5.8.2	ENGINE: MIN. 6.7 LITER V-8 DIESEL. FUEL SYSTEM EQUIPPED WITH ANTI-MOISTURE SYSTEM TO INCLUDE FILTER, DASH WARNING LIGHT, FUEL SIPHONING SYSTEM AND BLOCK HEATER. 300 HORSEPOWER, 660 FT. POUNDS TORQUE@ 1600 RPM (MINIMUM) WITH FUNCTIONAL STATIONARY ELEVATED IDLE CONTROL SYSTEM (HI-IDLE) AND ENGINE BLOCK HEATER		
5.8.3	CHASSIS: HEAVY DUTY SPRINGS, HEAVY DUTY GAS CHARGED SHOCK ABSORBERS ON FRONT AND REAR AXLES		
5.8.4	FRONT AXLE: FRONT DRIVING AXLE TO HAVE MINIMUM 7,000 LB. GROUND RATING & EQUIPPED WITH STABILIZER BAR, WITH EXTRA HEAVY SERVICE SUSPENSION PACKAGE		
5.8.5	REAR AXLE: FULL FLOATING LIMITED SLIP SINGLE SPEED, WITH DUAL REAR WHEELS. REAR AXLE TO HAVE A GROUND RATING OF 13,600 LBS. WITH GVWR OF 19,500 LBS. GEAR RATIO TO BE 4.88		
5.8.6	WHEEL BASE: 176" WHEEL BASE FOR SPECIFIED 60" CAB TO AXLE UTILITY BOX		
5.8.7	COOLING SYSTEM: HEAVY DUTY COOLING SYSTEM WITH ANTI-FREEZE PROTECTION TO -20 DEGREES F. MIN. FACTORY INSTALLED EXTENDED LIFE COOLANT IF AVAILABLE		
5.8.8	TRANSMISSION: HEAVY DUTY 6 SPEED AUTOMATIC WITH AUXILIARY TRANSMISSION OIL COOLER RES – WHEELS: ALUMINUM 18" ALL TERRAIN TIRES, with FULL SIZE SPARE		
5.8.9	TRANSFER CASE: FACTORY STANDARD (WHEN AVAILABLE) ELECTRONIC TOUCH CONTROLLED.)		
5.8.10	FRONT HUBS: FACTORY STANDARD		
5.8.11	BRAKES: HEAVY DUTY POWER ASSIST, 4 WHEEL DISC, SUFFICIENT GVWR RATING AT NOT LESS THAN 19,500 LBS. WITH 4 WHEEL ABS		
5.8.12	TIRES – WHEELS: SEVEN (7) BLACKWALL MAX TRACTION TIRES 225/70R19.5F BSW RATED TO MATCH PAYLOAD/GVWR, WITH ON/OFF ROAD TREAD		
a	4 - 19.5" ALUMINUM WHEELS. (FACTORY INSTALLED)		
b	2 – 19.5" ALUMINUM WHEELS (INNER DUALS)		
c	1 STEEL WHEEL WITH MATCHING TIRE (SPARE)		
5.8.13	BUMPERS: STANDARD CHROME FRONT BUMPER EQUIPPED WITH TWO (2) FRONT FRAME MOUNTED TOW HOOKS. REAR BUMPER TO BE GRIP STRUT TYPE AND TO BE FULL WIDTH & ATTACHED TO REAR OF THE BODY KEEPING OVERALL LENGTH TO A MIN. FOOT STEP SHALL BE 8" TO 10" MAX. BUMPER TO BE FITTED WITH A RECESSED RECEIVER TYPE HITCH MOUNTED TO THE FRAME WITH HEAVY DUTY BALL HITCH & 5000 LB. RATED 2" BALL. CHANNEL TO BE FITTED WITH AN E-Z TRAILER HITCH SOCKET #05700033 OR APPROVED EQUAL. ATTACHED ON FORWARD SIDE OF CHANNEL SO NO PART OF IT EXTENDS OUT ON REAR SIDE. TO BE EQUIPPED WITH E-Z LIFT #5700024 OR APPROVED EQUAL. ADJUSTABLE UTILITY HITCH TONGUE HELD IN PLACE WITH A PROPER PIN. HITCH SHALL HAVE A MIN. TONGUE WEIGHT CAPACITY OF 500 LBS. REAR BUMPER TO BE PAINTED TO MATCH CHASSIS AND BODY		
5.8.14	EXTERIOR COLOR: FORD VERMILLION RED OR APPROVED EQUAL		
5.8.15	STEERING: INTEGRAL POWER STEERING		
5.8.16	ELECTRICAL SYSTEM: DUAL HEAVY DUTY 750 CCA BATTERIES AND DUAL ALTERNATORS (300 AMPS) MIN. WITH STATIONARY AUXILIARY IDLE CONTROL		
5.8.14	INSTRUMENTS: DIRECT READING GAUGES; LIGHTS ARE NOT ACCEPTABLE		

5.8.15	SEATS: FRONT: BUCKET SEATS (WITHOUT CONSOLE). REAR: 60/40BENCH		
5.8.16	BODY: CREW CAB, 4 DOOR WITH UPHOLSTERY, GRAY IN COLOR WITH RUBBER FLOORING		
5.8.17	HEATING & AIR CONDITIONING: FACTORY STANDARD HEATER, DEFROSTER & AIR CONDITIONING		
5.8.18	ADDITIONAL REQUIRED EQUIPMENT		
a	SOLAR TINTED GLASS, PRIVACY GLASS ON REAR CREW CAB AREA		
b	40 GALLON (MIN) FUEL TANK WITH SHIELD SKID PLATE		
c	DUAL RIGHT & LEFT HEATED, POWER OUTSIDE REAR VIEW MIRRORS; LOW PROFILE EXTENDED CAMPER STYLE, MOUNTED ON MATCHING BRACKETS		
d	POWER DOOR LOCKS		
e	POWER WINDOWS		
f	TILT STEERING		
g	FACTORY RUNNING BOARDS (NERF BAR STYLE)		
h	4 UPFITTER SWITCHES IN CAB AREA WITHIN DRIVERS REACH		
i	TRANSFER CASE SKID PLATES		
5.8.19	<p>OPTION 1: THE FACTORY FRONT BUMPER SHALL BE REMOVED AND REPLACED WITH A HEAVY DUTY STEEL CONSTRUCTED BUMPER. THE BUMPER SHALL HAVE A FULL BRUSH GUARD AND WILL BE POWDER COATED BLACK.</p> <p>THERE SHALL BE A WARN #12,000 WINCH INSTALLED IN THE BUMPER. THE WINCH SHALL HAVE 125' OF 3/8" CABLE, 4 ROLLER CABLE GUIDE AND 12' REMOTE CONTROL.</p> <p>OWNER WILL RETAIN OWNERSHIP OF ORIGINAL CHROME BUMPE</p>		
5.8.20	<p>UTILITY 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 KNAPHEIDE MODEL 6108D54J OR APPROVED EQUAL, WITH AN OVERALL LENGTH OF APPROXIMATELY 108", CAB TO REAR AXLE TO BE 60", 36" MAXIMUM FLOOR TO TOP OF TOOLBOX HEIGHT TO FIT VEHICLE LENGTH. INSIDE FLOOR WIDTH TO BE 54", OVERALL WIDTH TO BE 94" FOR REAR DUAL WHEELS. BODY HEIGHT TO BE 50". ALL COMPARTMENTS WILL BE 20" DEEP. FLUSH MOUNTED TAIL STOP SIGNAL AND BACK-UP LIGHTS ON REAR OF BODY. TAIL / STOP – TURN, AND CLEARANCE LIGHTS SHALL BE FLANGE MOUNTED LED LIGHTS). 3RD CLUSTER AND TAG LIGHT SHALL BE INCLUDED. ALL COMPARTMENT DOORS WILL HAVE LOCKS AND KEYED ALIKE. ALL DOORS WILL HAVE LOCKING STAINLESS STEEL PADDLE LATCHES AND SPRING LOADED DOOR RETAINERS. FLOOR WILL BE 3/16" TREADPLATE STEEL WITH AN TORSION BOX DESIGNED STRUCTURAL UNDERCARRIAGE.</p> <p>COMPARTMENTATION WILL BE AS FOLLOWS: CURBSIDE FRONT VERTICLE COMPARTMENT WILL HAVE A 500 LB. PULL OUT TRAY WITH A LATCHING MECHANISM. THIS COMPARTMENT WILL BE SEALED FROM THE REMAINING COMPARTMENTS AND WILL HAVE 2 VENTS INSTALLED ON THE BACK WALL, 1 HIGH AS POSSIBLE AND 1 AS LOW AS POSSIBLE. , 2 ADJUSTABLE SHELVES WITH 5 DIVIDERS PER SHELF.</p> <p>CURBSIDE HORIZONTAL COMPARTMENT WILL HAVE 1 ADJUSTABLE SHELF WITH 5 DIVIDERS, DOORS WILL BE VERTICALLY HINGED.</p> <p>CURBSIDE REAR VERTICLE COMPARTMENT WILL HAVE 2 ADJUSTABLE SHELVES WITH 5 DIVIDERS EA. BOTTOM FLOOR OF COMPARTMENT MUST BE RE-INFORCED FOR HEAVY TOOLS AND EQUIPMENT.</p>		

<p>STREETSIDE FRONT VERTICAL WILL HAVE 3 ADJUSTABLE SHELVES WITH 5 DIVIDERS EA.</p> <p>STREETSIDE HORIZONTAL COMPARTMENT WILL HAVE 1 ADJUSTABLE SHELF WITH 5 DIVIDERS, DOORS WILL BE VERTICALLY HINGED.</p> <p>STREETSIDE REAR VERTICAL COMPARTMENT WILL HAVE 2 ADJUSTABLE SHELVES WITH 5 DIVIDERS.</p> <p>THE FOLLOWING MODIFICATIONS SHALL BE INCLUDED AS PART OF THE UTILITY BODY:</p> <p>1/8" TREADBRITE ALUMINUM SHALL BE INSTALLED ON EXTERIOR OF COMPARTMENT TOPS. TREADBRITE SHALL BE FULL WIDTH AND BENT APPROXIMATELY 1" OVER OUTSIDE EDGES OF COMPARTMENT TOPS. FRONT OF COMPARTMENTS ON BOTH SIDES, FULL HEIGHT AND FULL WIDTH SHALL BE COVERED WITH 1/8" TREADBRITE ALUMINUM.</p> <p>THE INTERIOR OF THE UTILITY BODY SHALL BE TREATED WITH LINE-X, OR AN APPROVED EQUAL BED SPRAY-IN BED LINER.</p> <p>1-COMPARTMENT APPROXIMATELY 28" WIDE, 5" TALL, 78" DEEP, OPEN TO THE REAR ONLY. COMPARTMENT TO BE LOCATED BETWEEN FLOOR SILL PLATES AND RUN 78" IN DEPTH, COMPARTMENT WILL BE 4" IN HEIGHT AND HAVE A LOWER HINGED DOOR OPERATIONAL FROM THE REAR. THIS COMPARTMENT IS DESIGNED FOR STORAGE OF SPINE BOARDS. A 1" LIP WILL RUN HORIZONTALLY ACROSS THE TOP OF THE OPENING TO SERVE AS A DRIP RAIL THUS KEEPING WATER FROM RUNNING INTO THE COMPARTMENT.</p> <p>(1) ONE ADDITIONAL ALUMINUM TREADPLATE TOOL STORAGE BOX WILL BE PROVIDED AND MOUNTED ON TOP OF THE STREETSIDE OF THE UTILITY BODY. THE DIMENSION OF THE BOX IS 10" IN HEIGHT, 78" IN DEPTH, 20" IN WIDTH. THIS COMPARTMENT WILL HAVE A SECURED TOP HINGED DOOR OPERATIONAL FROM THE REAR OF THE VEHICLE. PLACEMENT OF THIS BOX WILL BE CENTERED FROM LEFT TO RIGHT AND FLUSH WITH THE REAR OF THE UTILITY BODY. THIS BOX WILL BE PARTITIONED WITH A 5' SHELF THAT RUNS THE ENTIRE DEPTH OF THE BOX (78"). Note: Opening will need to be wide enough to allow 18" wide spine boards to be inserted into the box.</p> <p>ALL INTERIOR OF COMPARTMENTS WILL BE LIGHTED WITH LED TYPE ROPE LIGHTING ALONG BOTH VERTICAL SIDES AND TOP OF EACH COMPARTMENT, EXCLUDING REAR COMPARTMENT. INSTALLATION OF THESE LIGHTS SHOULD BE DESIGNED TO PROTECT THEM AGAINST DAMAGE OF COMPONENTS STORED WITHIN THE COMPARTMENTS</p> <p>A TOTAL OF 4 ADDITIONAL HOLES WILL BE PUNCHED IN THE UTILITY BODY AT TIME OF MANUFACTURING TO ALLOW FOR EMERGENCY LIGHTING AND WILL BE LOCATED IN THE INTERIOR OF THE BED TOWARDS THE REAR AND UP HIGH TO LIGHT THE BOX AREA. 1 (EACH SIDE) WILL BE LOCATED ON THE REAR BUMPER FACING A 45 DEGREE ANGLE TO THE REAR OF THE BED. THE HOLES WILL ACCOMADATE A PAR 36 GROMMET MOUNT LIGHT</p>		
--	--	--

6. SELECTION CRITERIA.

The selection process will be based on the responses to this Request for Bid. 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	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

9. 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 demonstrate your ability to deliver a quality product.
2. Clearly address in sequential order each of the minimum qualifications listed in Section 3.
3. 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.*
4. Provide complete warranty information.
5. 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
6. Complete and return the signed Bid Response Form that is provided on page 10.

BID RESPONSE FORM
#14-0076
FOUR WHEEL DRIVE CREW CAB TRUCK WITH UTILITY BED

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	Price
1 ea.	FOUR WHEEL DRIVE CREW CAB TRUCK WITH UTILITY BED	\$
Model:		
1	Check box for item included in bid: <input type="checkbox"/> Web access for troubleshooting and repair needs or <input type="checkbox"/> Manual	\$
Grand Total		\$
Delivery Date:		

Signature _____ Title _____

Print Name _____ Dated _____