



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
#14-0085
39-52 ONE WAY REVERSIBLE SNOWPLOWS WITH HITCH

August 27, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from qualified vendors to provide eight (8) 39-52 ONE WAY REVERSIBLE SNOW PLOWS WITH HITCH for Fleet Management's use. Plows and Hitches must be compatible with current County-owned 41R11 Henke Plow with quick hitch #6236000. It is anticipated that an official contract and/or purchase order will be issued after approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of the product described herein.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should firms elect to submit a bid, one (1) complete original, and one complete (1) paper 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, September 9, 2014**. Delivered 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 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.

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 eight (8) 39-52 ONE WAY REVERSIBLE SNOW PLOWS WITH HITCH for Fleet Management's use. **Plows and Hitches must be compatible with current County-owned 41R11 Henke Plow with quick hitch #6236000.**

3. GENERAL REQUIREMENTS

- 3.1 Must be new current production model.
- 3.2 Provide a lead time for production.

4. MANDATORY REQUIREMENTS

The following specifications are for the procurement of eight (8) 39-52 ONE WAY REVERSIBLE SNOW PLOWS WITH HITCH. Bids submitted must reflect in detail their inclusion and the degree to which they can be provided. The successful vendor shall:

- 4.1 Able to deliver (or have delivered) parts within 24 hours, when required by Fleet Management.
- 4.2 Bid amount must include delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas 67213. All transportation charges shall be prepaid to the destination and absorbed by the vendor. Prices must be guaranteed during the contract period not to exceed the bid price.
- 4.3 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.
- 4.4 Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications and provide a packing slip listing the items delivered and prices.
- 4.5 Understand that the County may return any over-shipments above the quantity ordered to the successful vendor without charge.
- 4.6 Vendor will conform to all relevant Federal, State and Local hazardous material codes, regulations and laws that are relevant.
- 4.7 A contact person and a minimum of one back-up person shall be identified within the vendor's company. This person will be responsible for any and all details in regard to the execution and administration of this contract.
- 4.8 Any defective material will be promptly picked up and exchanged with new replacements within 24 hours.
- 4.9 Provide all warranty information.

5. MINIMUM REQUIREMENTS AND SPECIFICATIONS

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.

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 response using the corresponding specification number.

		Yes	No
5.1	Plows and Hitches must be compatible with current County-owned 41R11 Henke Plow with quick hitch #6236000		
5.2	Moldboard: Moldboard shall have a leading end height of 39” and a discharge end height of 52” and shall be composed of smooth-rolled 3/16” rolled plate steel welded to a minimum of five 1/2” x 4” vertical ribs. The ribs shall be plasma cut and tapered, with the top end welded to a 2” x 3” x 3/8” moldboard top angle, and the bottom end welded to a 1” thick steel bottom rib pivot reinforcement. This pivot reinforcement is to be welded to a 4” x 4” x 5/8” bottom angle. The bottom angle shall be reinforced with gussets between the cutting edge mount holes. The moldboard shall have an integral shield, which will constitute the moldboard face extending to approximately 12” forward of the cutting edge with an optional landslide plate located on the intake side of the plow.		
5.3	Circle Pushframe: The pushframe shall consist of a circle frame and pushbeam. The circle frame shall consist of a 3-1/2” x 3-1/2” x 1/2” steel angle rolled in an arc spanning 66”, with two support legs each of 3-1/2” x 3-1/2” x 1/2”, 27-1/2” long which are welded between the circle-frame and the pushbeam. Stop blocks shall be positioned on the circle frame to prevent hydraulic over-stressing of the reversing cylinders. To prevent possible “pinching” of hydraulic hoses, stop blocks shall not overhang the circle frame width. The pushbeam shall be composed of 4” x 4” x 3/8” square steel tube, 85-1/2” long. Eight ears of 1/2” thick steel will be welded to the pushbeam for attaching to the moldboard at four of the bottom rib pivot reinforcements. The ears will be drilled to accept 1-1/4” pivot pins.		
5.4	A-Frame: The A-frame will be constructed of 4” ship channel, welded to a 1” x 5” backplate. A 5/8” thick top plate welded to the A-frame serves as the circle frame hold-down. Top plate shall be plasma cut to conform to the circle frame radius. The A-frame attaches to the circle assembly with a 1-1/4” grade 5 bolt installed through two 1/2” thick ears welded to the A-frame. Cross 1500 series Cushing valve will be mounted to the A-frame and must be able to handle 30 gallons per minute.		
5.5	Slotted Trip: The slotted trip shall be achieved by means of four compression springs. The springs shall be nested in pairs, one inside of the other. The inner spring shall be made of 5/8” wire, 3-3/8” OD, with a spring rate of 500lbs./inch and a solid load of 3300lbs. The outer spring shall be made of 3/4” wire, 5-3/8” OD, with a spring rate of 340lbs./inch, and a solid load of 3300lbs. The uncorrected stress in either spring shall not exceed 96,000 psi when the spring is fully compressed. The spring mechanism shall be constructed to preload one spring a greater distance than the other, such that both springs would reach a fully compressed state simultaneously. A 1-1/4” diameter trip shaft subassembly shall pass through the center of both springs, and shall attach to the moldboard assembly at the rib bottom subassemblies. The trip force shall be adjustable by changing the position of two 1-1/4” nuts on the trip shaft. The trip mechanism shall be designed so that it is not possible to over-tighten the springs and cause plow damage due to trip mechanism misadjustment.		
5.6	Universal Quick Hitch, Plow Portion: The universal quick hitch plow portion shall have two self-aligning receiving jaws, which allow the truck portion when pulling into the plow portion to self align and automatically lock. The locking devices shall be two 1-1/2” square hardened steel and shall automatically lock behind the fixed		

	welded pin in the truck lift frame. The two receiving, self-aligning plow portion jaws shall be on approximately 33-1/2" centers. De-coupling shall be accomplished by removal of a vertical pin and the tripping of a lever which automatically opens the receptacles and allows the truck to back away from the plow unit. The plow portion of the universal quick hitch shall be affixed to the plow so that it allows the plow to crest hills ahead of the front axle and adjusts to right-to-left road contour, thus allowing the cutting edge to move independent of the truck front axle.		
5.7	Adjustable Running Gear Assembly with 1" x 6" runners: The running gear assembly shall consist of an inner tube, outer tube, screw adjuster and swivel assembly. The inner tube shall be constructed of 3" x 3" x 1/4" square steel tubing. The top end of the tube shall have a welded 1/2" thick steel cap. To the top of the cap will be welded a 1-1/4" acme threaded nut. To the bottom end of the tube will be welded a greaseable swivel assembly, consisting of 3/4" upper and 1" lower base plates, swivel shaft with bronze bushing and 5/8" runner mounting yokes. The outer tube assembly shall be constructed of 3-1/2" x 3-1/2" x 3/16" steel tubing welded to a 6" x 11" x 1/2" steel plate with (6) mounting holes on each side for vertical adjustment. The inner tube shall be connected to the outer tube via a 1-1/4" acme threaded rod, which is hand adjustable by means of a crank assembly. The runner shoe assembly shall consist of a 1" thick x 6" wide x 18" long AR steel shoe with two 3/8" thick ears for attachment to the runner yoke assembly. The runner shall be connected to the yoke with a 1" thick, grade 5 bolt with a slotted nut held in place by a cotter pin.		
5.8	Surface Preparation and Paint: Unit shall be cleaned of oil, grease, dust, mill scale, rust, coatings, oxides, corrosion products, and other foreign material in accordance to The Society for Protective Coatings SP 6/National Association of Corrosion Engineers No. 3 Commercial Blast Cleaning prior to the application of any protective coatings. Unit shall be painted using DuPont Imron 2.1 High Gloss Aliphatic Polyurethane Enamel or equivalent. Volatile Organic Compound concentration shall not be higher than 2.1lbs./gal. averaged across all colors including the manufacturer's recommended maximum amount of reduction agent when mixed. A minimum of one coat of primer and one coat of paint shall be applied over the entire unit resulting in a durable coating between 2.5 to 3.5 mils thick. Paint shall be able to withstand a minimum of 1000 hours while being submersed in a salt fog without blistering or acquiring surface defects in accordance to ASTM B-117.		
5.9	Universal Quick Hitch, Truck Portion: The vertical members of the Universal Quick Hitch lift frame are to be 1/2" x 3" x 4" structural angle. The lower receiving boxes are to have stationary welded pins of cold rolled steel 1-1/2" in diameter. The lower braces for the lift frame are to be 1" x 3" and of adequate length to attach to the chassis above the axle. The same brace is to have a 1/2" x 1" rib welded on the side. The lift frame is to be low profile in order to allow a tilt hood with stationary grill to tilt over the truck lift frame. All cylinder pins are to be 1" cold rolled steel. The lower braces shall attach to the truck chassis by means of a manufactured Z bracket. The Z bracket shall be made of 1/2" x 4" x 6" structural angle. It shall be bolted to the truck chassis and welded to the lower brace. The lift frame shall be attached to a 1/2" x 4" x 6" structural angle which shall be affixed to the existing bumper on the truck specified. All hardware and components to be installed on truck and ready for use when delivered.		
5.10	Cutting Edge: The cutting edges shall be a Block Buster Xtreme carbide insert blade system by Winter Equipment Company, Inc.		
5.11	Manuals: One (1) manual and one (1) parts book per plow.		

6. TIME IS OF THE ESSENCE

Time is of the essence for completion and delivery of vehicles in this contract. Although a delivery date is not included in this request, it is an important part of the selection process and 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 and 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.

7. 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	August 27, 2014
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	September 2, 2014
Addendum Issued	September 3, 2014
Sealed bids due before 1:45 p.m. CDT	September 9, 2014
Evaluation period	September 9-10, 2014
Board of Bids and Contracts Recommendation	September 11, 2014
Board of County Commission Award	September 17, 2014

8. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Gunda Angelica at Gunda.Angelic@sedgwick.gov and Penny Poland at Penny.Poland@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CDT, September 2, 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 September 3, 2014. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

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.).

10. GENERAL CONTRACT PROVISIONS

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

11. BID CONTENT

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

1. One complete original and one complete copy as described on page 1.
2. Clearly address in sequential order each of the Mandatory Requirements and Minimum Requirements and Specifications listed in Sections 4 and 5. Bidder must clearly delineate and describe in detail any exceptions to the requirements and specifications.
3. Complete, sign and return the Bid Response Form that is provided on page 9.
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

BID RESPONSE FORM

#14-0085

39-52 ONE WAY REVERSIBLE SNOW PLOWS WITH HITCH

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
8	39-52 ONE WAY REVERSIBLE SNOWPLOWS	\$	\$
8	HITCHES FOR 39-52 ONE WAY REVERSIBLE SNOWPLOWS	\$	\$
8	Maintenance Manuals	\$	\$
8	Parts Books	\$	\$
Model: _____			
Grand Total			
Delivery Date: _____			

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 _____