



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
#15-0033
RUBBER TIRE EXCAVATOR

March 18, 2015

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking to obtain bids from vendors to provide one (1) RUBBER TIRE EXCAVATOR, for Public Work'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 March 25, 2015 beginning at 11:00 a.m. CST at W.1021 Stillwell St., Fleet Management.** Should firms elect to participate, one (1) complete original, and one (1) electronic copy on disc or USB of the entire document with any 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. CST, April 7, 2015.** 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.

A handwritten signature in black ink, appearing to read "Gunda Angelica", is written over a horizontal line.

Gunda Angelica
Purchasing Agent

1. ABOUT THIS DOCUMENT

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer 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) RUBBER TIRE EXCAVATOR.

3. MINIMUM QUALIFICATIONS

The successful proposer must:

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

4. GENERAL REQUIREMENTS

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

5. MINIMUM REQUIREMENTS AND SPECIFICATIONS

The following specifications are provided for procurement of one (1) RUBBER TIRE EXCAVATOR, for Public Works.

- 5.1 Any items appearing in the equipment manufacturer's regular published specifications furnished by the proposers are assumed included in the proposer's response.
- 5.2 All items proposed to be factory installed unless authorized by Sedgwick County Fleet Management.
- 5.3 Price bid must include delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas 67213.
- 5.4 After award and prior to delivery, an appointment must be made to deliver equipment to Fleet Management, 1021 W. Stillwell St., Wichita, KS. Please contact Penny Poland at 316-660-7477. Deliver to Rex Victory's attention.
- 5.5 Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and Manufacturer's Statement of Origin (MSO) has been delivered.
- 5.6 Manufacturer's ordering form must be included with bid submittal for the purpose of ordering the vehicles.
- 5.7 Provide one complete set of manuals including parts manual, repair and maintenance manual, including wiring schematics. Manuals shall be invoiced separately.
- 5.8 Operator manuals and parts manuals for all equipment mounted on vehicle shall be supplied; i.e., salt spreader control, plow and hoist control, trailer hitch, etc.
- 5.9 Provide complete diagnostic software, hardware or adapters, and scan tool to diagnose and repair vehicle trouble codes. If software is required to adjust and modify the electrical outputs for accessory equipment it shall be included as a part of this bid. If software requires upgrades, it shall be included for three (3) years as part of this bid; i.e., Cummins Insite, Allison software, etc.
- 5.10 Contract pricing for labor and parts will be established for three (3) years. This contract will cover any work or repairs needed that do not fall under warranty work and will include like equipment owned by the County.
- 5.11 The winning bidder will provide operator training and assistance with calibration of the systems at a location to be determined by the County

- 5.12 All requirements and specifications are intended to be minimum specifications and any additions, deletions, or variations from the following specifications must be noted by the vendor on the bid response form. Manufacturer's standard equipment presumed to be included unless otherwise specified. Vendor shall indicate in the "Yes/No" column if their bid complies on each specific item. Any additions, deletions, or variations from the following specifications should be clearly identified and detailed in a response using corresponding specification number.

SPECIFICATIONS		PROPOSED MODEL SPECS	MEETS SPECIFICA- TION	
5.12.1	Weight		Yes	No
a.	Operating weight shall weigh not less than 44,000 lbs			
5.12.2	Engine			
a.	Diesel fueled			
b.	Turbocharged			
c.	SAE net rated hp of 159 hp			
d.	Liquid cooled			
e.	Current 2015 emission standards			
f.	Shall have auto-idle mode to reduce engine speed when hydraulics are not in use			
g.	100 gallon fuel tank			
5.12.3	Transmission			
a.	2 speeds, High/Low, with a creeper range controlled by foot pedal			
b.	Road speed no less than 17 mph			
c.	Travel speed in creeper mode not to exceed 2 mph.			
d.	Shall be capable of shifting on the fly.			
5.12.4	Brakes			
a.	Parking brake that is spring applied and hydraulically released			
b.	Front and rear axle brakes that are maintenance free wet disc type			
5.12.5	Axles and Drive			
a.	All wheel drive with front axle lockable in any position			
5.12.6	Tires and Wheels			
a.	Single tires preferred 18R 19.5 XF			
b.	Will accept 11.00-20 tires and wheels with spacers for mud control			
c.	Traction type tires			
5.12.7	Electrical			
a.	12 and/or 24 vdc			
b.	50 amp alternator as a minimum			
c.	2 ea. 12 vdc maintenance free batteries			
d.	Wireless communication with minimum 4 year subscription plus training for Sedgwick county personnel; i.e., Komtrax, Visionlink, JDLINK)			
5.12.8	Hydraulic system			
a.	Variable displacement piston pump(s)			
b.	Load sensing			
c.	Pilot control system			
d.	Shall not lose hydraulic power while swinging house			
5.12.9	Working Ranges			
a.	One piece boom			
b.	Maximum digging depth from 20 ft to 22 ft.			
c.	Arm/stick length of 9 ft 0 in to 9 ft 10 in			
d.	Rated bucket breakout force minimum of 27,930 lbs			
e.	Maximum reach at ground level between 30 ft 9 in. and 34 ft.			

5.12.10	Bucket			
a.	Ditch cleaning 4-in-1 bucket with hydraulically activated gripping clam attached to tilting device equal to or better than Helac PT-10.			
b.	Capable of operating all movement at same time.			
c.	Must be equal to or better than a Helac PG 07-60"-21D power grip bucket.			
d.	60" width with a capacity of 1.5 yds.			
e.	Clam driven on both sides.			
f.	No moving parts or obstructions inside bucket.			
g.	Clam shall open to 120 degrees.			
h.	Clam speed and torque shall be constant through full range of movement			
i.	Serrated edges on bucket shell and clam.			
5.12.11	Tilting Device			
a.	Hydraulically activated bucket tilting attachment device that provides side to side bucket tilt ability and include an integral mechanical quick coupler that is compatible with the carrier OEM's buckets.			
b.	Attachment must be sized according to manufacturer recommendation. Must be equal to or better than a Helac PT-10 Power Tilt.			
c.	Side to side bucket tilt of 134 degrees.			
d.	Capable of using OEM specification buckets.			
e.	Integral mechanical quick coupler.			
f.	Must provide constant bucket tilt speed and torque through full range of movement.			
g.	Bucket position holding must be two times the hydraulic tilt force.			
5.12.12	Cab			
a.	Beverage cup/can holder			
b.	Coat hook			
c.	Floor mat, washable, with storage compartment			
d.	Left side console, tilt-able, with lock out for all controls			
e.	Literature compartment behind seat			
f.	Literature holder in right console			
g.	Mobile phone holder			
h.	Monitor and gauges with full color graphical display			
i.	Power supply, 12V-7A			
j.	Rear window, emergency exit			
k.	Skylight			
l.	Steering column capable of tilting for easy operator entry and exit			
m.	Storage area suitable for a lunch box			
n.	Sunshade for windshield and skylight			
o.	Cab to be mounted on vibration and noise resistant cab mounts			
p.	Equipped with high visibility cab.			
q.	Safety tinted glass throughout			
r.	Adjustable front and side windows for increased visibility and air flow			
s.	Fully adjustable suspension seat with lumbar support and adjustable armrests and retractable seat belt			
t.	Pressurized and filtered ventilation system for forced air circulation.			
u.	Factory installed air conditioning and heating with defrost			
v.	AM/FM radio			
w.	Gauges and/or electronic warning system for the following			
	1. Engine oil pressure			
	2. Engine cooling system			
	3. Engine electrical system			
	4. Transmission oil temp			
	5. Hydraulic oil temp			

	6. Tachometer			
	7. Travel speed			
	8. Hour meter			
	9. Air filter restriction			
x.	Pre-wired 12 vdc for county owned two way radio 1 batt, 1 ign, 1 grnd.			
y.	Upper and lower front wipers with washers, constant and intermittent			
z.	Auto lube system installed and filled with approved grease.			
5.12.13	Safety			
a.	Cab mounted LED amber strobe light			
b.	Backup alarm			
c.	Cab door, fuel cap, and service door shall be lockable			
d.	Minimum number of work lights on top of cab, 2 front, 1 rear, & 1 on boom. Headlights not included as work lights.			
e.	Anti-slip on all walking surfaces			
f.	Shall have all required road lights, signals and mirrors			
g.	FOPS or FOGS equipped			
h.	All fluid levels to be checked from ground level.			
5.12.14	Outriggers			
a.	Rear and front mounted outriggers			
5.12.15	Warranty			
a.	State Standard Warranty			
b.	PM's performed by winning bidder, including all necessary filters and fluids, due at proper intervals, for 1,500 hrs. or 3 years, whichever occurs first			
5.12.16	Manuals			
a.	Two (2) operators manuals			
b.	One (1) repair manual			
c.	One (1) parts manual			

6. 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 and fifty dollars (\$250.00) 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.

County desires to have order delivered no later than October 15, 2015.

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	March 18, 2015
Pre-bid meeting 11:00 a.m. CDT	March 25, 2015
Clarification, Information and Questions submitted in writing by 12:00 p.m. CDT	March 26 , 2015
Addendum Issued	March 30, 2015
Sealed bids due before 1:45 p.m. CDT	April 7, 2015
Evaluation Period	April 8-14, 2015
Board of Bids and Contracts Recommendation	April 16, 2015
Board of County Commission Award	April 22, 2015

8. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Gunda Angelica at Gunda.Angelica@sedgwick.gov and Penny Poland at Penny.Poland@sedgwick.gov. Questions must be submitted in writing by 12:00 p.m. CDT, March 26, 2015. 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 March 30, 2015. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

9. INDEMNIFICATION

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

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 into (if duplication exists, previous sections prevail). http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf.

13. PAYMENT AND INVOICE PROVISIONS

Payment for all specified products/services to the successful vendor will be made following:

- Satisfactory delivery of all products and/or services described within these specifications
- Receipt of invoice. Invoices with Purchase Order number and delivery location shall be submitted to

AP_invoices@Sedgwick.gov or mailed to 525 N. Main St., Suite 823, Wichita, KS, 67203. Detailed provisions can be found at: http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

14. 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 requirements/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. Sign and return the completed Bid Response Form that is provided on page 12.

BID RESPONSE FORM
#15-0033
RUBBER TIRE EXCAVATOR

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 RFQ/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.	Rubber Tire Excavator	\$	\$
Make/Model			
1 ea.	Operator manuals for truck and for all equipment mounted on vehicle	\$	\$
1 ea.	Part manuals for truck and for all equipment mounted on vehicle.	\$	\$
1 ea.	Repair and maintenance manual, including wire schematics.	\$	\$
Grand Total			\$
Delivery Date:			