REQUEST FOR BID
#19-0048
72" FRONT MOUNT RIDING MOWER

June 20, 2019

Sedgwick County, Kansas (hereinafter referred to as “County”) is seeking to obtain bids from qualified vendors to provide a 72" FRONT MOUNT RIDING MOWER, for Fleet Management and Sedgwick County Park’s use. 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 two (2) complete copies (including all supplementary materials) plus one (1) electronic copy (PDF/Word supplied on a flash drive) must be returned to:

Britt Rosencutter
Sedgwick County Purchasing Department
525 N. Main St., Suite 823
Wichita, KS  67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CDT TUESDAY, July 2, 2019. 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 the time of receipt.

Britt Rosencutter
Purchasing Agent
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I. **Purpose**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 511,000 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, employs nearly 2,800 persons, 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.

Sedgwick County is seeking bids for a **72” FRONT MOUNT RIDING MOWER** for Fleet Maintenance and Sedgwick County Park.

II. **Submittals**

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original two (2) copies AND one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CDT, TUESDAY, July 2, 2019. 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.

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.

III. **Scope of Work**

The following specifications are for the procurement of a **72” FRONT MOUNT RIDING MOWER**, for Fleet Management and Sedgwick County Park’s use.

1. All items bid are to be factory installed unless authorized by Sedgwick County Fleet Management
2. Manufacturer standard equipment presumed to be included unless otherwise specified.
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. Bid price must include handling and delivery to Sedgwick County Fleet located at 1021 W. Stillwell St., Wichita, Kansas 67213.
5. Fleet Management will not accept ownership until order has been inspected for compliance with specifications below and Manufacturer’s Statement of Origin (MSO) has been delivered.
6. Maintenance manuals to be invoiced separately.
7. Provide all warranty information.
8. Equipment shall meet or exceed the following descriptions. Any additions, deletions, or variations from the following descriptions 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.
Minimum Specifications

| 1. Diesel Engine – Tier 4 (if applicable), 28 HP Minimum, Water Cooled | Yes | No |
| 2. Air Cleaner – Dry type | | |
| 3. Transmission – Hydrostatic, 4WD on demand | | |
| 4. Steering – Power, Hydrostatic/Hydraulic | | |
| 5. Service Brakes – Internal Wet Disc/Hydrostatic, Parking Brake | | |
| 6. Tires (tractor) – Bar type Driver, 4ply Minimum, all Pneumatic | | |
| 7. 2 Post ROPS, OSHA 1928 with Canopy | | |
| 8. Operators Seat – Premium Suspension type, Adjustable | | |
| 9. Hydraulic Deck Lift Cylinders | | |
| 10. 12 Volt Electrical System – Automatic type | | |
| 11. Fuel Capacity – 8 Gallon minimum | | |
| 12. Open center Hydraulics | | |
| 13. Mower Deck – PTO Driven or Hydraulic, 11 gauge minimum, welded/stamped, Deck tilt capability for easy maintenance | | |
| 14. Mower Deck Width – 72” with Rear Discharge | | |
| 15. Mower Deck Blades – High lift type, Non Mulching | | |
| 16. Mower Deck Tires – Care Free, Non Pneumatic | | |
| 17. Cutting Height – 1” to 5”, adjustable in ¼” increments | | |

OPTIONS

1. Debris Blower

IV. Sedgwick County’s Responsibility

- Provide information, as legally allowed, in possession of the county, which relates to the county’s requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. Bid Terms

A. Questions and Contact Information

   Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 p.m. CDT Tuesday, June 25, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT Thursday, June 27, 2019. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Qualifications

   This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

   Bidders shall:
   1. Have proper certification(s) or license(s) for the services/product specified in this document.
   2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
   3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
   4. Provide appropriate project supervision and quality control procedures.
   5. Have appropriate material, equipment and labor to perform job safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor.
C. **Selection Criteria**
An award will be made to the lowest responsible and responsive bidder.

D. **Request for Bid Timeline**
The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Request for Bid to interested parties</td>
<td>June 20, 2019</td>
</tr>
<tr>
<td>Clarification, Information and Questions submitted in writing by 5:00 p.m. CST</td>
<td>June 25, 2019</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>June 27, 2019</td>
</tr>
<tr>
<td>Sealed Bid due before 1:45pm CDT</td>
<td>July 2, 2019</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>July 3 - 8, 2019</td>
</tr>
<tr>
<td>Board of Bids and Contracts Recommendation</td>
<td>July 11, 2019</td>
</tr>
<tr>
<td>Board of County Commission Award</td>
<td>July 17, 2019</td>
</tr>
</tbody>
</table>

E. **Contract Period and Payment Terms**
A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for contract pricing for labor and parts will be established for three (3) years. The contract will cover any work or repairs needed on this equipment and other like equipment that does not fall under warranty work.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions
[http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. **Insurance Requirements**
Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.
<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Coverage Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers’ Compensation:</strong></td>
<td></td>
</tr>
<tr>
<td>Applicable coverage per State Statutes</td>
<td></td>
</tr>
<tr>
<td><strong>Employer’s Liability Insurance:</strong></td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Aggregate, per project</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td><strong>Automobile Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Combined single limit</td>
<td>$500,000.00</td>
</tr>
<tr>
<td><strong>Umbrella Liability:</strong></td>
<td></td>
</tr>
<tr>
<td>Following form for both the general liability and automobile</td>
<td></td>
</tr>
<tr>
<td>Required/ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>Professional Liability/ Errors &amp; Omissions Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td>Required/ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td><strong>Pollution Liability Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td>Required/ Not Required</td>
<td></td>
</tr>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

**Special Risks or Circumstances:**

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. **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 provider’s 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.
H. **Confidential Matters and Data Ownership**
The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. **Bid Conditions**

[https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf](https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf)

General Contract Provisions

Mandatory Contract Provisions
[https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf](https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf)

Independent Contractor
[https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf](https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf)

Sample Contract
[https://www.sedgwickcounty.org/media/39236/sample-contract.pdf](https://www.sedgwickcounty.org/media/39236/sample-contract.pdf)

VI. **Required Response Content**
The bid response should be organized in the following format and information sequence:

1. One complete original and two complete copies as described on page 1.
2. Clearly address in sequential order each of the minimum mandatory requirements/specifications listed on page 4 if applicable.
3. Bidder must clearly delineate and describe in detail any exceptions to the requirements and specifications.
4. Complete the Bid Response Form that is provided on pages 8 & 9.
5. Include manufacturer’s specifications.
6. Provide complete warranty information.
7. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
VII. **Response Form** (1 of 2)

**REQUEST FOR BID**

#19-0048

**72” FRONT MOUNT RIDING MOWER**

The undersigned, on behalf of the Bidder, 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 bidder 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**

**STATE OF INCORPORATION or ORGANIZATION**

______________________________________________

**COMPANY WEBSITE ADDRESS**

______________________________________________  **E-MAIL**

**NUMBER OF LOCATIONS**

________________________

**NUMBER OF PERSONS EMPLOYED**

________________________

**TYPE OF ORGANIZATION:**  Public Corporation  Private Corporation  Sole Proprietorship  Partnership  Other (Describe):

______________________________________________

**BUSINESS MODEL:**  Small Business  Manufacturer  Distributor  Retail  Dealer  Other (Describe):

______________________________________________

Not a Minority-Owned Business:

Minority-Owned Business:  ____ (Specify Below)

African American (05)  Asian Pacific (10)  Subcontinent Asian (15)  Hispanic (20)

Native American (25)  other (30) - Please specify____________________________

Not a Woman-Owned Business:

Woman-Owned Business:  ____ (Specify Below)

Not Minority -Woman Owned (50)  African American-Woman Owned (55)

Asian Pacific-Woman Owned (60)  Subcontinent Asian-Woman Owned (65)  Hispanic Woman Owned (70)

Native American-Woman Owned (75)  Other – Woman Owned (80) – Please specify_____________________

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:**  _____Yes   _____No

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:**  _____Yes   _____No

☐  Yes, I would like to be on the emergency vendor list.

☐  No, I would not like to be on the emergency vendor list.

**After Hours Phone #:**

______________________________________________  **Emergency Contact Name:**

______________________________________________

**After Hours Fax #:**

______________________________________________

**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______
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>72” FRONT MOUNT RIDING MOWER</td>
<td>$</td>
</tr>
</tbody>
</table>

Model: _____________________________

Delivery ARO: _________ days

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 _________________________________