



**SEDGWICK COUNTY, KANSAS**

**FINANCE DEPARTMENT**

***Purchasing Section***

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

**REQUEST FOR BID**

**#20-0043**

**WEED CHEMICALS**

July 7, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Weed Chemicals. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CDT, July 28, 2020.

**All contact concerning this solicitation shall be made through the Purchasing Section.** Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

A handwritten signature in cursive script that reads "Lee Barrier".

Lee Barrier  
Purchasing Agent – Buyer

LB/ch

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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 Weed Chemicals, in accordance with the specifications outlined, for Sedgwick County Noxious Weed Department.

## **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 **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Lee Barrier  
Purchasing Agent - Buyer  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, JULY 28, 2020**. 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 pm CDT, on the due date.

## **III. Scope of Work**

Unit Quantity	Unit Size	Product Description	Price Per Specified Size
432	2.5 Gallon	Generic Glyphosate, must have 41% AI Glyphosate, in the form of its isopropylamine salt, with 14% surfactant. Specimen label use areas must include Roundup Ready crops; and many non-crop areas including roadsides.	
432	2.5 Gallon	Generic 2,4D with 4# AI Dimethylamine salt of 2, 4-Dichlorophenoxyacetic acid per gallon. Specimen label use areas must include small grains, pastures, rangelands, and other crops; and non-crop areas such as turf and roadside. Must also be labeled for aquatic weed control.	
288	1 Gallon	DOW Tordon (24.4% Picloram) or approved equivalent	
216	2.5 Gallon	Non-ionic Surfactant, minimum 90%	
36	2.5 Gallon	Vista XRT (45.5% Fluroxypyr) or approved equivalent	
		Please publish complete description- some chemicals are not labeled for roadside and/or pasture use, and we must have that specified on the label to legally apply or sell the products for that use.	

#### IV. Sedgwick County's Responsibilities

- 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 Lee Barrier, Purchasing Agent - Buyer at [Lee.Barrier@sedgwick.gov](mailto:Lee.Barrier@sedgwick.gov) by 5:00 pm CDT, July 14, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 pm CDT July 20, 2020. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

##### B. Minimum Firm 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.*
6. All items delivered to Sedgwick County **MUST** be labeled for roadside/pasture use on the product label.

##### C. Evaluation 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 Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	<b>July 7, 2020</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	<b>July 14, 2020</b>
Addendum Issued	<b>July 20, 2020</b>
Sealed Bid due before 1:45pm CST	<b>July 28, 2020</b>
Board of Bids and Contracts Recommendation	<b>August 6, 2020</b>
Board of County Commission Award	<b>August 12, 2020</b>

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year.

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

[https://www.sedgwickcounty.org/media/39239/payment\\_and\\_invoice\\_provisions.pdf](https://www.sedgwickcounty.org/media/39239/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, 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. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

<b>Workers' Compensation:</b>	
Applicable coverage per State Statutes	
<b>Employer's Liability Insurance:</b>	\$500,000.00
<b>Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):</b>	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
<b>Automobile Liability:</b>	
Combined single limit	\$1,000,000.00
<b>Umbrella Liability:</b>	
Following form for both the general liability and automobile	
<b>_X_ Required/ ___ Not Required</b>	
Each Claim	\$2,000,000.00
Aggregate	\$2,000,000.00
<b>Professional Liability/ Errors &amp; Omissions Insurance:</b>	
<b>___ Required/ ___X_ Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
<b>Pollution Liability Insurance:</b>	
<b>_X_ Required/ ___ Not Required</b>	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

***Special Risks or Circumstances:***

***Entity reserves the right to modify 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 bidder agrees all data, records and information, which the bidder, 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 bidder 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 bidder 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

<http://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General%20Contractual%20Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf)

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

**VI. Required Response Content**

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Completed and signed Bid Response Form.
3. Those responses that do not include all required forms/items may be deemed non-responsive.
4. Pricing Form.

**VII. Response Form**

**REQUEST FOR BID**

**#20-0043**

**WEED CHEMICALS**

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](http://www.sedgwickcounty.org/finance/purchasing.asp) .

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

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** \_\_\_\_\_

**Pricing Form**

All prices are to include delivery and scheduled 24 hours in advance of delivery to:  
Noxious Weed Department  
901 Stillwell  
Wichita, KS 67213

All chemicals bid to Sedgwick County MUST be labeled for roadside and/or pasture use.

Check One: Yes \_\_\_\_\_ No \_\_\_\_\_

**PRICING MUST BE PER SPECIFIED SIZE IN THE PRICING COLUMN**

Lead Time after purchase order is placed \_\_\_\_\_

Unit Quantity	Unit Size	Product Description	Price Per Specified Size
432	2.5 Gallon	Generic Glyphosate, must have 41% AI Glyphosate, in the form of its isopropylamine salt, with 14% surfactant. Specimen label use areas must include Roundup Ready crops; and many non-crop areas including roadsides.	
432	2.5 Gallon	Generic 2,4D with 4# AI Dimethylamine salt of 2, 4-Dichlorophenoxyacetic acid per gallon. Specimen label use areas must include small grains, pastures, rangelands, and other crops; and non-crop areas such as turf and roadside. Must also be labeled for aquatic weed control.	
288	1 Gallon	DOW Tordon (24.4% Picloram) or approved equivalent	
216	2.5 Gallon	Non-ionic Surfactant, minimum 90%	
36	2.5 Gallon	Vista XRT (45.5% Fluroxypyr) or approved equivalent	
		Please publish complete description- some chemicals are not labeled for roadside and/or pasture use, and we must have that specified on the label to legally apply or sell the products for that use	