



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 383-7055

**REQUEST FOR BID
#06-0148
SNOW PLOW BLADES**

October 20, 2006

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting bids for the purpose of contracting for the County's annual requirements for automotive parts to support our Ford vehicles. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Please carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, return one (1) original and two (2) copies of the entire document and all supplementary materials **no later than 1:45 p.m., CST, Tuesday, November 7, 2006**, Attention: Emily Dudley, Purchasing, 604 North Main, Suite F, Wichita, Kansas 67203. Late responses will not be accepted and will not receive award consideration.

Emily C. Dudley, A.P.P.
Purchasing Agent

1. BACKGROUND AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 460,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, such as public safety, public works, criminal justice, health, recreation, entertainment, cultural, human/social, and education services.

The County is soliciting bids for the purpose of contracting for the County's annual requirement for snow plow blades. The Fleet Management Department purchases these products for use in County vehicles operated by various departments.

2. MANDATORY REQUIREMENTS

All firms must meet the following mandatory requirements. Bids submitted must reflect in detail their inclusion and the degree to which they can be provided. The successful vendor shall:

1. Should an item requested be backordered, vendor must supply the County with an expected lead time for that product within 24 hours of receiving the order.
2. Make all deliveries (for Sedgwick County) F.O.B. to: Sedgwick County Fleet Management, 1021 Stillwell, Wichita, Kansas, 67213, and provide a packing slip with each delivery listing the items delivered and prices.
3. Agree that supplies furnished shall be covered by the most favorable commercial warranties offered by the manufacturer.
4. Make all efforts necessary to reduce or eliminate back orders. Fleet Management contact person must be notified of any back orders.
5. Understand that the County reserves the right to obtain any emergency material that cannot be obtained within the time needed or materials that are unavailable from the contract vendor from alternate sources.
6. Understand that the County may return any over shipments above the quantity ordered to the successful vendor without charge.
7. Understand that the County will make all efforts to consolidate orders so repeated delivery trips and or shipments in a given period are minimized.
8. Prices quoted shall be delivered price. 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.
9. If during the contract period, the bidder's price on any item is reduced below the originally proposed price, the low price will be extended to the County.
10. Vendor will conform to all relevant Federal, State, and Local hazardous material codes that are relevant
11. 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 administration of this contract.
12. Any defective material will be promptly picked up and exchanged with new replacements within 24 hours.

3. 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 time at its own expense insurance in accordance with these specifications.

4. CONTRACT PERIOD & PAYMENT INFORMATION

The contract period for these services will be for one (1) year following approval of the recommended bid by the Board of County Commissioners. Concluding the one (1) year contract, the County will have an option to renew the contract for two (2) additional one (1) year terms, approved at the prices proposed in response, if agreeable between all parties. Once awarded the bid document and the vendor’s response to the document will constitute the official contract for these products.

The County shall retain the right to cancel the contract an any time with thirty (30) days written notice for any cause. Such cancellation will generally result by the failure of the contracted vendor to complete and/or provide the specified services or violation of the Mandatory Requirements.

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

- o Satisfactory delivery of all products described within these specifications
- o Receipt of invoice. Invoices with delivery location shall be submitted to the Fleet Management Office, located at 1021 Stillwell, Wichita, KS 67213.

5. INSURANCE COVERAGE

The Provider shall furnish a certificate of insurance naming Sedgwick County as “additional insured” in the minimum amounts as specified herein. 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. It is the responsibility of the Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor shall furnish the County with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Renewal of expiring certificates shall be furnished to the County 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers’ Liability	\$100,000.00
Contractor’s Liability Insurance	Form of insurance shall be by a
Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury	
Each Occurrence	\$500,000.00

Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

6. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to both Emily Dudley at edudley@sedgwick.gov and Crystal Bourret at cbourret@sedgwick.gov by 5:00 p.m. (CST) October 31, 2006.

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/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CST) November 1, 2006. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

7. TENTATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Emily Dudley, Purchasing Department at (316) 660-7262 to confirm any/all dates.

Request for Bid Issued-----	October 20, 2006
Clarification, Information and Questions submitted in writing by 5:00 p.m.-----	October 31, 2006
Addendum Issued (If Required)-----	November 1, 2006
Bid Responses Due -----	November 7, 2006
Review of Bids Received -----	November 8-15, 2006
Board of Bids and Contracts Approval -----	November 16, 2006
Board of County Commissioners Approval -----	November 22, 2006

8. PRODUCT LIST & COST INFORMATION

The following snow plow blades are being purchased by Fleet Management. The blades must be Blackcat brand to assure that mounting holes will be compatible with existing equipment. Pricing must be firm for first 90 days of this contract. After the initial period, if vendor has price increase from the manufacturer, the vendor must produce a letter from the manufacturer stating the percent of increase. This will be a direct cost only and no mark-up will be allowed.

	Part Number	Description	Brand Quoting	
1.	BS5PB0019	1/2X6X132 steel blade		
2.	CIAT663644	3 foot Carbide Blade		
3.	CIAT664844	4 foot Carbide Blade		
4.	CIJB864845c1	7/8"X5"X48" Carbide (Curved Grader Blade)		

Delivery: _____

Warranty: _____

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, 604 North Main, Suite F, Wichita, KS 67203-3703, 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. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
6. 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.
7. Sedgwick County interprets the term "Lowest Responsible 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), maintenance and labor cost of items upon which bids are received.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your bid.
9. If the supplier 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.

10. The supplier 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.
11. 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.
12. 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.
13. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the Request for Bid or purchase order, if any.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. 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.
16. The vendor 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, Mandatory Requirements and Conditions.
17. It will be understood that the bidder's sureties and insurers are subject to the approval of the County.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.
27. The bidder must provide Sedgwick County with a toll-free telephone number, or accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from the Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7255.
28. 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.).

REQUEST FOR BID
#06-0148
SNOW PLOW BLADES

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 making 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 understand 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.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

TYPE OF ORGANIZATION: Public Corporation Private Corporation L.L.C.

Partnership

Minority Business _____ (type)

Woman-Owned Business Small Business

Distributor Retail

Dealer Educational Institution

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: 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/purchasing

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 _____

Your response must include page 1-8 of this document.