



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
Iris Baker, Purchasing Director

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
www.sedgwickcounty.org/purchasing

REQUEST FOR BID
09-0114
TANDEM AXLE DUMP TRUCKS

April 16, 2009

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for the purchase of eight (8), 2009 Tandem Axle Dump Trucks for use by Public Works Department.

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 participate, **one (1) original and two (2) copies of the entire document must be completed and returned with any supporting data** in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, bid number, bid opening date, to the Sedgwick County Purchasing Department, **525 N. Main, Suite 823**, Wichita, KS 67203, **no later than 1:45 p.m., CDT, Tuesday May 05, 2009**. The County will not accept bids with insufficient postage or collect on delivery. Late 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.

QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Ted Knoblauch at tknoblau@sedgwick.gov and Joe Thomas, Senior Purchasing Agent at jethomas@sedgwick.gov by 5:00 p.m. (CDT) April 23, 2009. Any questions of a substantial 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. (CDT) April 27, 2009. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.** All questions regarding this document must be directed to Sedgwick County, Purchasing Department and not Fleet Management, or the user department. Bids could be disqualified if this is not followed.

Ted Knoblauch
Purchasing Agent

1. REQUIREMENTS & MINIMUM SPECIFICATIONS

All requirements and specifications are intended to be minimum specifications and any additions, deletions, or variations from the following specifications must be noted by the vendor on the bid response form. Manufacturer’s standard equipment presumed to be included unless otherwise specified.

1. Fleet Management will not accept ownership until vehicles have been inspected for compliance with specifications below and MSO has been delivered.
2. Delivery of all vehicles must be made by December 03, 2009.
3. Manuals: Provide one complete set of manuals including parts, repair and maintenance. Manuals shall be invoiced separately.
4. Diagnostic Equipment: Provide complete diagnostic software and all necessary hardware required to diagnose computer generated trouble codes and modify the engine parameters as needed. 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.
5. Manufacturer’s ordering form must be included with bid submittal for the purpose of ordering the vehicles.
6. The truck in your bid response must be compatible with Sedgwick County owned equipment including, but not limited to; Barger-Greene Shoulder Machine, Etnyer Chip Spreader and all Snow Removal Equipment. The County may require bidders to bring a truck chassis to one of Sedgwick County Yards to verify compatibility with all public works equipment used with these trucks.

7. Minimum Specifications are as follows:

Tandem axle dump truck, with front tilting hood and 15’ 12-cubic yard dump bed with 126” telescopic hoist
GVW: 50,000 lbs.
Transmission: <ul style="list-style-type: none"> ▪ Allison 3000 RDS with 5 year extended warranty ▪ Transynd synthetic oil ▪ Auto-Neutral
Engine: <ul style="list-style-type: none"> ▪ Equal to or better than Cummins ISL with 345 horse power ▪ 1150 lb/ft. torque at rated rpm ▪ Engine Compression Brake ▪ Turbocharged ▪ Engine block heater ▪ Heavy duty radiator with extended life coolant tested -20 degrees F. ▪ Heavy duty dry element air cleaner ▪ Engine shutdown for low oil pressure/high temperature/low coolant
Steering: <ul style="list-style-type: none"> ▪ Full power
Front Axle: <ul style="list-style-type: none"> ▪ 18,000 lbs. ▪ 10-hole piloted hubs
Front Springs: <ul style="list-style-type: none"> ▪ 18,000 lbs taper leaf ▪ With shocks
Rear Axle: <ul style="list-style-type: none"> ▪ 40,000 lbs. axle with full lock differential ▪ Both axle and magnetic drain plugs ▪ Equal to or better than Spicer 1710 HD drive line ▪ 10-hole piloted hubs ▪ Gear ratio to be determined by manufacturer (capable of maintaining normal highway speed of 72 mph)

<ul style="list-style-type: none"> fully loaded estimated 5.29 gear ratio) ▪ Asphalt dump brake chamber clearance ▪ Parking brakes, both axles
<p>Rear Suspension:</p> <ul style="list-style-type: none"> ▪ 40,000 lbs air ride suspension ▪ With dump valve
<p>Brakes:</p> <ul style="list-style-type: none"> ▪ Front-16 ½ x 6” cam brakes ▪ Rear-16 ½ x 7” cam brakes. ▪ Dual system air brakes with air tank drain valves. ▪ Spring set parking brake (self adjusting slack adjuster) ▪ Bendix heated air dryer (AD-9) ▪ Dust shields (front & rear)
<p>Tires:</p> <ul style="list-style-type: none"> ▪ Front - Equal to or better than Michelin XZY-2 315/80r 22.5 (20 ply) ▪ Front - 22.5x9 steel wheel pilot mount ▪ Rear - Equal to or better than Michelin 11R-22.5-XDA-HT (14 ply) ▪ Rear - 22.5x8.25 steel wheel pilot mount with two hand holes
<p>Wheel Seals:</p> <ul style="list-style-type: none"> ▪ All front seals to be oil type for bearings ▪ All rear seals to be oil type for bearings
<p>Fuel Tank:</p> <ul style="list-style-type: none"> ▪ One (1) Aluminum 100 gallon tank ▪ Mounted on right side behind cab
<p>Frame:</p> <ul style="list-style-type: none"> ▪ Heavy duty with C-Channel or equivalent reinforcement, meeting SAE standards to end of frame ▪ 25.5’ section modules ▪ 110,000 PSI strength ▪ C/axle 138” ▪ With front frame extensions for mounting of engine driven hydraulic pump for central hydraulic system with clearance for pto shaft and mounting of snow plow hitch and couplers
<p>Hood and Fenders:</p> <ul style="list-style-type: none"> ▪ Fiberglass tilting front hood and fenders with stationary grill ▪ Front mud flaps on fenders
<p>Front Bumper:</p> <ul style="list-style-type: none"> ▪ Painted steel ▪ Frame mounted tow hook(s)
<p>Electrical:</p> <ul style="list-style-type: none"> ▪ 145 amp alternator ▪ 12-volt system ▪ Three (3) 12-volt 700 CCA maintenance free batteries
<p>Air Compressor:</p> <ul style="list-style-type: none"> ▪ 13.2 CU.FT. compressor
<p>Cab & Equipment:</p> <ul style="list-style-type: none"> ▪ Non-Corrosive cab ▪ 108” BBC (does not include frame extensions) ▪ Fiberglass hood ▪ Ignition and doors keyed alike ▪ Heavy duty door hinges (prefer stainless steel piano type hinge) ▪ Tinted safety glass ▪ Interior noise reduction package (thermal insulation) ▪ Driver seat – Bostrom Hi back fabric air with arm rests ▪ Passenger seat – Low back Fabric, non-air. Include storage compartment under seat ▪ 3 – Point seatbelt ▪ 18” steering wheel with tilt and telescoping column

- Cruise control
- Air conditioning
- Outside sun visor
- Stainless steel mirrors 7" x 16" with heating element
- 2 convex 8" mirrors centered under mirror bracket
- All mirror fasteners stainless steel
- Two air horns on top of cab with covers
- Radio – AM/FM with weather band
- Cab wired for CB
- Truck, prewired from factory for snow plow lights with remote turn signals
- Electric windshield wipers with intermittent feature
- Instrument Package:
 - a. Electric speedometer/tachometer
 - b. Hour meter
 - c. Voltmeter,
 - d. Dual air pressure engine
 - e. Oil pressure
 - f. Water temp
 - g. Transmission temperature
 - h. Air filter restrictor
 - i. Fuel level gauge
- Warning package with warning lights and buzzer:
 - a. High water temperature,
 - b. Low oil pressure
 - c. Low air pressure
 - d. High beam
 - e. Turn signal indicators
- Headlights halogen
- Marker lights (5) ICC approved
- Dual sun visors inside
- Air ride suspension cab

Vehicle Color:

- Exterior White
- Interior Dark Blue or Gray

Accessories:

- Cab lights
- Back-up lights
- Turn signals
- Clearance lights
- Exterior grab handles (one left and one right)
- Hour meter oil pressure activated
- Aluminum steps on right side under cab
- Exhaust single vertical 5" muffler with stainless steel guard on right side with particulate filter mounted horizontal under or behind step
- Chrome muffler and curved standpipe to be mounted as close as possible to cab
- Fire extinguisher
- First aid kit
- Emergency triangle flare kit

Dump Beds:

- Telescopic front mount type hoist
- Air operated tailgate latch
- 15' Dump Body (12-yd) bed
- 15'X87" inside with 44" Tail-gate
- 12" rear corner post
- 36" tall sides
- 50" tall header

- 3/16" boxed top rail
- 3/16" T-1 floor
- 7 gauge sides and ends
- 8" radius floor to sides vertical side and tailgate bracing
- 1/4"X2" flat strap walk rails
- Lift loop on nine-panel 44" tailgate
- 1-1/2" diameter hinge pin
- 1-1/4" thick tailgate ears with grease fittings
- Greaseable tailgate latch cross shaft 1-1/2" diameter
- Inside step right front corner
- 12" spreader apron
- Long tailgate chains
- Body with tie-downs to retain sand spreader
- 3 each vertical oblong holes for lighting T/L-60 both sides of tailgate on rear corner post
- Standard DOT location for clearance marker and id markers size T/I-10 1/2-cab protector
- 7 gauge cab shield corners angled back at 30 degrees enough to accommodate forward facing T/L 60 strobes
- One (1) T/L 60 strobe to be mounted in center of shield facing forward. (Total of three, (3) strobes on front of cab shield)
- A hinged access ladder:
 - a. Attached curbside
 - b. Front side of bed made of 3/4" diameter reinforcing steel
 - c. With lower rung of ladder extending to approximately 16" from ground
 - d. 2nd rung approximately 12" above lower rung
 - e. Have a clearance between the upper rung and the bottom rail of the bed 5"
 - f. Two additional rungs will be welded to body above folding ladder to access inside of dump body
 - g. Installation will include a latch to securely stow the ladder in the up position
 - h. Next to the dump body the ladder will fold in two separate hinge points
 - i. The first fold up to the second section then fold between vertical braces of body for stowage
- Mesh tarp Roll-Rite 6000 system:
 - a. The tarp capable of being operated within the cab of the truck
 - b. The system powered by chrome plated, direct drive gear motor that includes a 3-year warranty against parts wear out
 - c. System constructed primarily of polished aluminum alloys
 - d. Provide a tension bow that tucks the tarp down behind the cab protector system
 - e. Provide a one-piece wind deflector to protect the tarp and spool assembly
 - f. Utilize compact pivot assemblies powered by spiral torsion springs
 - g. Tandem axle truck bodies fitted with pivot assemblies containing 4-springs per side
- Lighting:
 - a. Chassis to have factory installed auxiliary lighting package harness installed terminated rear of frame with weather pack style plug for standard lighting
 - b. SST/Marker backup
 - c. Two switched hot wires 20 amp. rated for auxiliary lighting rocker style lighted switches dash mounted
 - d. All clearance and id markers on dump body, 2-1/2" sealed T/L- 10 LED hi count lamps
 - e. Grote part number G-1032 red or equal
 - f. Grote part number G-1033 amber or equal
 - g. Rear red stop/turn signal on dump body sides, oval sealed T/L-60LED hi count
 - h. Grote part number G-6002 red or equal
 - i. Mounted one on each side of tail-gate
 - j. Back-up lamps on dump body oval sealed T/L-60 clear
 - k. Grote part number 62231 or equal
 - l. Mounted one on each side of tail-gate
- Strobes:
 - a. Amber oval sealed LED strobes Random quad flash T/L-60 Federal signal part number 607101-02 or equal
 - b. Mounted on each side of tail-gate

- c. On each side of cab protector
- d. In center of cab protector facing forward
- Mud flaps on rear of body mounted on quick release holders.
- Polished or chrome ¼ fenders mounted in front of rear wheels
- Back-up alarm 112db Federal Signal part number 210335 or equal

Auto Lube System Installed:

- Operated by vehicle electrical supply
- Hold 4lb. (2 liter) NLGI #2 grease
- Fully adjustable Interval Timing Setting
- Operating pressure of 248 BAR (3600psig)

Central Hydraulic System:

- The central hydraulic system capable of operating:
 - a. A telescopic hoist
 - b. A material spreader
 - c. A reversible snow plow
- All components provided, capable of continual operating at pressures in excess of 2500 psi.
- **Hydraulic Pump:**
 - a. Parker PAVC65 pressure and flow sensing piston pump with adjustable standby pressure
 - b. The pump will be engine crankshaft driven with a 1310 series driveline from the front of the engine
 - c. The rotational axis for the pump and engine are parallel
 - d. Angle of the driveline shall not exceed 3 degrees
 - e. Any exposed driveline shall be properly shielded with removable guards for safety
 - f. The pump air bleed
 - g. Plumbed into the control drain and returned directly to the hydraulic reservoir without passing through any filtration
 - h. The suction hose to the pump 2" ID
 - i. The control drain ½" ID
 - j. The load sense line will be 3/8"
 - k. The pressure hose 1"
 - l. A 1" SAE high-pressure ball valve mounted as close as possible to the hydraulic pump in case of hose failure
- **Directional Valve:**
 - a. The directional control valve of cast iron
 - b. Post-compensated
 - c. Flow sharing,
 - d. Spool valve with nominal flow ratings to 45 gallons per minute
 - e. With P to A pressure drop not to exceed 275 psi at 45 gallons per minute
 - f. All sections, pressure compensated
 - g. Electro-proportionally controlled
 - h. Have flow control spools
 - i. The valve will have an adjustable main relief valve
 - j. All solenoids with manual overrides.
 - k. The directional valve configured as follows:
 1. Auger - 2-way, single acting, 8 gpm
 2. Spinner – 2-way single acting, 16 gpm
 3. Bed Hoist – 3-way, double acting, 45 gpm
 4. Plow Lift – 3-way, single acting, 16 gpm
 5. Plow angle – 4-way, double acting, 16 gpm
- **Hydraulic Reservoir:**
 - a. The reservoir, a 30-gallon usable oil capacity
 - b. Reservoir of 10 gauge pickled steel construction and fully baffled
 - c. The exterior powder coated
 - d. The interior oil treated to prevent rust
 - e. A 2" suction port with suction strainer located on the frame side of the reservoir connecting to a 2" full-flow ball valve.
 - f. The reservoir with a magnetic drain plug,

- g. A sight level
- h. Temperature gauge
- i. A filler breather cap with metal strainer
- j. An in-tank filter provided with 10-micron synthetic element
- k. A combination oil level/temperature sender provided
- l. A 25 psi pressure switch for the filter
- m. The ground activated electric switches wired to indicator lights in the control panel.
- **Pressure Filter:**
 - a. A 3000-psi high-pressure hydraulic filter installed between the pump and the inlet of the directional valve
 - b. The filter, a 10-micron synthetic element and a visual condition indicator
 - c. The filter assembly equipped with a 50-psi differential by-pass and SAE 16 work ports
 - d. The filter needs to be located for easy access and maintenance of the filter element.
 - e. All filtration, U.S. manufactured.
 - f. All replacement elements for this system must be stocked by a local supplier.
- **Hydraulic Quick Couplers:**
 - a. The hydraulic quick couplers for the reversing snowplow mounted to a cushion valve in an ergonomic location on the plow hitch
 - b. The couplers, Parker/Pioneer 4000 series, ½" couplers
 - c. Quick couplers for the material spreader operation installed in the rear section of the lower rub rail on the curbside of the dump body
 - d. The connections laid out on 6" centers and consist of ½" pipe for the spinner, ¾" pipe for the conveyor supply, and ¾" pipe for the common return
 - e. The pipe, schedule 80 and the lower rub rail reinforced with a ¼" plate
 - f. A ½", 4000 series male coupler for the spinner
 - g. A ¾", 4000 series male coupler for the conveyor supply
 - h. A ¾", 4000 series female for the common return
 - i. Dust caps installed on the couplers.
- **Hydraulic System Controls:**
 - a. The controls for the central hydraulic system are of a modular design and consist of:
 - 1. Material spreader control
 - 2. Hoist
 - 3. Plow control
 - 4. A switch and indicator light package
 - 5. The valve wiring harness
 - 6. All hydraulic and auxiliary electrical controls are connected to an 80-amp butterfly type manual re-set circuit breaker
- **Spreader Control:**
 - a. Dickey-John Control Point for granular and pre-wet material
 - b. The dot matrix display, capable of displaying two control channel application rates, ground speed, spread width, and time/date simultaneously
 - c. Calibration of the spreader control is accomplished with a keyboard that connects via a PS2 connection
 - d. The controller needs a RS232 port for connection to data retrieval/transmission devices, and be specifically capable of interfacing with existing AVL or GPS systems for data logging
 - e. This system is capable of four granular material calibrations
 - f. The operator access to calibrations may be limited by supervision
 - g. The system will operate in open or closed loop, and manual mode
 - h. For the purpose of this bid, the systems are installed as open loop, with feedback wiring being installed to the rear most truck cross member, terminating in a coil of at least 6' of cable.
 - i. The cable end with a dust plug installed
 - j. The wiring is consistent in color code and orientation to receive a Dickey-John material rate sensor after the fact
 - k. Include one keyboard and one application rate sensor and connector and deliver to, Attention Rex Victory 1021 Stillwell, Wichita Ks 67213
 - l. The ground speed is to be enabled and calibrated when the truck(s) are delivered

- m. The winning bidder will provide operator training and assistance with calibration of the systems at a location to be determined by the County
 - n. The pre-wet on/off and low-pressure functions, while being controlled and monitored by the controller, will terminate in a die-cast heavy-duty 4-way electrical connector
 - o. The connector is located in the right rear corner post of the dump body, facing the front of the truck
 - p. Exact location will be determined by Fleet Management.
 - q. If exceptions are taken to the Dickey-John Control Point component, vendor must submit (a minimum of 2) reference for current customers who have purchased product with the component, in the last 12 months and provide technical and performance information on component you are submitting
 - s. Control Point components need to be moisture proof and require minimum maintenance
 - **Hoist and Plow Control:**
 - a. The electric controls for the hoist and plow are fully proportional
 - b. The hoist control with a center detent position to comply with O.S.H.A. standards and single axis
 - c. The plow control will be dual axis
 - d. Both controls are clearly labeled and mounted in a common enclosure
 - e. The wiring harness for all directional valve function will connect to a common valve drive harness. The NEMA 6P rated harness will have a connection block with LED's to indicate the presence of voltage to the function. The valve drive harness, mounted inside the weather resistant valve enclosure, and all functions clearly labeled.
- C. Switch and Indicator Panel** – The switch panel will consist of 4-backlit circuit breaker-type switches and four warning lights. The panel is configured but not limited to:
- a. SPST rocker switch, 30 amps, for "Strobes". This switch is to be battery hot at all times.
 - b. SPST rocker switch for "Air Tailgate". This and all other switches and warning lights are to be switches powered through the ignition.
 - c. DPDT rocker switch for "Tarp In" and "Tarp Out"
 - d. SPST rocker switch for future expansion. (IE: Calcium switch)
 - e. Indicator light for "Oil Temp"
 - f. Indicator light for "Oil Level"
 - g. Indicator light for "Hydraulic Filter" in by-pass.
- DOT Regulations: Truck will meet all 2009 DOT REGULATIONS and 2009 EPA emissions standards. All lighting will meet DOT regulations.**

2. SELECTION CRITERIA

The selection process will be based on vendor’s response to this request for bid and any interviews that may result to verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each bidder’s response as determined by meeting the following criteria (ranked in no particular order):

- Meeting all terms, conditions and instructions of the document
- Ability to commit to delivery schedule
- Verifiable proof of meeting all requirements of the bid document
- Overall cost to the County

County reserves the right to reject any bid and make final determination for award.

3. TENTATIVE TIME LINE

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

Distribution of Request for Bid.....	April 16, 2009
Questions Due by 5:00 p.m. CDT.....	April 23, 2009
Response to questions posted by 5:00 p.m. CDT.....	April 27, 2009
Sealed proposals due before 1:45 p.m. CDT.....	May 05, 2009
Review proposals, conduct interviews.....	May 05 – May 14, 2009
Board of Bids and Contracts	May 14, 2009
Board of County Commission.....	May 20, 2009

4. DELIVERY

Price(s) bid must include delivery to Sedgwick County Fleet Management, 1021 Stillwell, Wichita, KS 67213. Contact Kevin Myles at 316-660-7480 to schedule delivery.

5: 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, 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 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 Accessibility Guidelines (ADAAG).
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the Americans with Disabilities Accessibility Guidelines (ADAAG). 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 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.
21. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
22. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.

23. If a vendor is 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.).

BID RESPONSE FORM
RFB # 09-0114
TANDEM AXLE DUMP TRUCKS

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 proposal is entered; (4) the person has 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 upon signing of a contract; and (6) mistakes in writing of the submitted bid will be the responsibility of the bidder.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship _____ Partnership _____ Minority Business _____ Woman-Owned Business _____

Small Business _____

GENERAL NATURE OF BUSINESS _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

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/purchasing.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8	Each	Tandem Axle Dump Truck	\$ _____	\$ _____
1	Set	Manuals		\$ _____
1	Each	Diagnostic Software & Hardware		\$ _____
Grand Total				\$ _____

Make & Model _____

Warranty: _____

Delivery Date: _____

Manufacturer's Lead Time on Dump Trucks: _____

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 Signature _____ Date _____