



ROAD & BRIDGE
SALINE COUNTY, KS

Invitation to Bid
2022 or 2021 Extended Cab 2 wheel-drive ½ Ton Full-Sized
Pickup

November 19th, 2021

INVITATION TO BID

Date: November 19th, 2021
Bid No: 2022-03

Sealed bids will be received by the Administrative Resource Center located in Room 217 of the City-County Government Center, 300 W. Ash P.O. Box 5040 Salina, KS 67402-5040 until **4:00 pm on December 29th, 2021.**

At which time proposals received will be publicly opened and read aloud for:

2022 or 2021 Extended Cab 2 wheel-drive ½ Ton Full-Sized Pickup

Said proposals must conform to the specifications and instructions to bidders.

Detailed specifications and instructions to bidders can be obtained from the Administrative Resource Center, 300 W. Ash Room 217, Salina, KS 67401, (785) 309 5810 or by downloading them from the County's website:

<https://www.saline.org/Departments/County-Administrator/Purchasing> or Saline County Kansas on DemandStar: <https://www.demandstar.com/app/agencies/kansas/saline-county/procurement-opportunities/8816986d-5ba0-48be-8b17-6f04179498bd/>.

Addendums will be posted on Saline County's website under Purchasing/Invitation to Bid and DemandStar and sent out to the list of Planholders no less than 7 days prior to the bid opening. To be placed on the Planholder's list and automatically receive bid addendums, vendors must register for the Planholder's list on the County's website under Purchasing/Invitation to Bid. **Bidders are highly encouraged to register.**

Bids that fail to acknowledge and include the addendum changes/requirements in their proposal will be rejected.

All bids must be submitted on the forms provided in the following contract documents in a sealed envelope addressed to Administrative Resource Center, 300 W. Ash Room 217, Salina, KS 67401. The Project Name or Project Number shall be clearly printed on the outside of the envelope. Emailed and faxed bids will be accepted on this project. Please mail in ample time to ensure your bid is received by the deadline.

Any questions regarding the bidding process are to be addressed to Saline County Administrative Resource Center at (785) 309-5810.

Any questions regarding the bid conditions or specifications are to be addressed to Darren Fishel Darren.fishel@saline.org or Brian Dusin brian.dusin@saline.org 785-826-6525

The County reserves the right to reject any and all bids and to waive technicalities. Saline County shall make the decision as to what constitutes a technicality. No bid may be withdrawn after opening time for a period of 60 days. Late bids will be rejected.

BIDDING INFORMATION

1. Scope

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$10,000.00 or more.

2. Definitions (as used herein)

- a. The term "Invitation for Bid" means a solicitation of formal sealed bids. The acronym "IFB" means Invitation for Bid.
- b. The term "bid" means the offer as a price by the bidder.
- c. The term "bidder" means the offeror.
- d. The term "County" means Saline County, Kansas.
- e. The term "County Commission" means the governing body of Saline County, Kansas.

3. Preparation of Bids

- a. Bidders are expected to examine the specifications, drawings and all special and general conditions. Failure to do so will be at the bidder's risk.
- b. Each bidder shall furnish the information required by the IFB. The bidder shall sign the IFB and print or type his name, address and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.
- c. Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct, subject, however, to correction to the same extent and in the same manner of any other mistake.
- d. The bidders must state a definite time for delivery of supplies or performance of services.
- e. The bidder should retain a copy of all bid documents for future reference.
- f. All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signatures.

4. Addendums

- a. Addendums will be posted on Saline County's website under Purchasing and DemandStar and sent out to the list of Planholders no less than 7 days prior to the bid opening. If an addendum must occur within the 7 day window, the bid opening date will be adjusted and bidders notified.
- b. PLANHOLDER'S LIST: To be placed on the Planholder's list and automatically receive bid addendums, vendors must register for the Planholder's list on the County's website under Purchasing or DemandStar. **Bidders are highly encouraged to register.** Ultimately, it is the vendor/bidder's responsibility to check the County's website or DemandStar for addendums.
- c. Bids that fail to acknowledge and include the addendum changes/requirements in their proposal will be rejected.

5. Submission and Receipt of Bids

- a. Bids must be received prior to the specified time of opening as designated in the IFB.

- b. All bids must be submitted in a sealed envelope addressed to Administrative Resource Center, 300 W. Ash Room 217, Salina, KS 67401. The Project Name or Project Number shall be clearly printed on the outside of the envelope.
- c. Faxed or emailed bids will be allowed for this IFB. If a bidder elects to submit their bid via email or fax, the vendor understands and agrees that said submission will not maintain the same confidentiality as a sealed bid. Emailed bids must be sent to both: nancy.bassett@saline.org and Hannah.stambaugh@saline.org
- d. Samples of items, when required, must be submitted within the time specified at no expense to the County. If not destroyed by testing, samples will be returned at the bidder's expense unless otherwise specified by the IFB.
- e. Late bids will be rejected.
- f. Failure to follow these procedures is cause for rejection of bid.
- g. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

6. Acceptance of Offer

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted by the County upon issuance of a Purchase Order or other contractual document.

7. Firm Prices

The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

8. Estimated Quantities

Whenever the County requests prices to be firm for a period of performance, the quantities or usages shown are estimates. Purchase quantities may vary. The County will only be bound for actual quantities ordered.

9. F.O.B. Salina, Kansas.

Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Salina, Kansas with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of bid.

10. Discounts

Unless otherwise specified in the IFB, discounts offering 10 or more days will be considered when evaluating submissions.

11. Award

- a. Saline County will recommend awarding the contract to the contractor who submitted the lowest and best responsive bid, as determined by the County to be the most advantageous when considering price and other factors, of which conforms to the specifications and instructions to bidder. The County is not required to accept the lowest bid.
- b. The County reserves the right to accept or reject any and all bids or part of bids, to waive irregularities and technicalities, and to request rebids on material described in the IFB.
- c. The County also reserves the right to award the contract on such material as the County deems will best serve its interest.

- d. The County reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the County unless otherwise specified.

12. Brand Names

If and wherever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the County does not wish to rule out other competitors' brands or makes, the phrase OR EQUAL is added. However, if a product other than the specified is bid, it is the bidder's responsibility to identify such product in his bid and must prove to the County that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the County. Such samples are to be furnished after the date of bid opening only upon request of the County. If samples should be requested, such samples must be received by the County no later than four days after formal request is made.

13. Variations of Specifications

For purposes of bid evaluation, bidder must indicate any variances from our specifications and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the County's specifications.

14. Quality

All materials used in the manufacture or construction of supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality and highest grade workmanship.

15. Acceptance of Material

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the County. It must comply with the terms herein, and be fully in accordance with specifications and of the highest quality. In the event the material and/or services supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense.

16. Timely Delivery

Time will be of the essence for any orders placed as a result of this bid. The County reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made within the time(s) specified on the proposal form.

17. Price Changes Contracts

If this IFB is for an estimated quantity of supplies, etc., versus purchase of a specified quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

First to bidder offering firm prices for full contract period; and, Second to bidder offering firm prices subject to market price reduction.

18. Copyright or Patent Rights

Bidder warrants that there has been no violation of copyrights or patent right in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the County harmless from any and all liability, loss or expense occasioned by any such violation.

19. Conflict of Interest

The bidder, by acceptance of this order, certifies that to the best of his knowledge or belief, no elected or appointed official of the County of Saline, Salina, Kansas is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

20. Taxes

Saline County is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

21. Failure to Quote

If you do not wish to quote on this requirement, return quotation sheet and state reason; otherwise, your name may be removed from our mailing list.

22. Manufacturer's Certification

The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

23. Affirmative Action

Bidders must comply with K.S.A. 44-1030 et. seq., the Kansas Act Against Discrimination, which: 1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; 2) require solicitations or advertisements for employees include the phrase, "equal opportunity employer"; and 3) allows the County to terminate their contract for default if provisions of the act are violated.

24. Default of Contract

In case of default by the bidder or contractor, the County may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

25. Bonds

Bid security may be required when bids are being solicited for goods or services. Bid security shall be a bond provided by a surety company authorized to do business in Kansas or the equivalent in cash or otherwise provided in a form satisfactory to the BOCC. When a bid security is required, noncompliance shall result in rejection of the bid. If a bidder is permitted to withdraw their bid prior to an award, but after opening of bids, no action shall be held against the bidder or the bid security. When bid security is specified in the bid document and a contract is awarded, the following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:

- a. Bid Bonds used when bid security is required to ensure that the firm or individual awarded a contract will subsequently enter into contract with the County.
- b. Performance Bonds used when a guarantee is required to ensure that a firm or individual that has entered into contract with the County will complete the project within the terms of the agreement.
- c. Labor and Material Payment Bonds (Statutory Bond) used for all contracts exceeding \$5,000.00 entered into by the County for the purpose of making public improvement, constructing any public building or making repairs on same. The bonds are required by KSA 60-1111 and insure the payment of all indebtedness incurred for labor

furnished, materials, equipment or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. These bonds are issued in favor of Saline County and are filed with the Clerk of the District Court. The cost of filing the bond is the Contractors responsibility.

Nothing in this section shall be construed to limit the authority of the County to require other security in addition to the bonds described above. Unless the bond is statutory, the BOCC may withdraw the requirements for the bond at any time in the purchasing process. Every person who has furnished labor or material to the contractor or its subcontractors for the work provided in the contract, in respect of which a payment bond is furnished under this Chapter, shall have the right to sue on the payment bond for any amount unpaid at the time the suit is instituted and to prosecute the action for the amount due the person in the manner prescribed by Article II of K.S.A. Chapter 60.

26. Insurance

Unless specifically waived in writing, the County will require that successful bidders, through the competitive procurement process, provide certificates of insurance to assure that risks are prudently protected and the County's insurance program will not be adversely impacted losses or claims attributed to the contractor's operations, products, activities or services for the County.

- a. Certificates of insurance shall be provided by the successful bidder to the County Administrator to be kept on file with the bid documents.
- b. Construction and service contractors shall provide evidence of commercial general liability, workers' compensation and automobile liability coverage.
- c. Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, workers' compensation and automobile liability coverage.
- d. The certificate of insurance shall be issued to:

Saline County Administrator
300 W. Ash
P.O. Box 5040
Salina KS 67402

- e. The certificate should evidence a thirty (30) day cancellation clause and the inclusion of the BOCC, Saline County, Kansas, its officers, commissions, agents and employees as additional insured's.
- f. Depending on the services requested in the procurement, additional or specialty coverage's or specific limits of coverage may be required. The amounts and types of insurance required will be detailed in the bidding or purchase document.

27. Contract Clauses

The BOCC requires the inclusion in County contracts clauses providing for adjustment in prices, time of performance or other contract provisions, including but not limited to, the following subjects:

- a. Liquidated damages as appropriate.
- b. Specified excuses for delay or non-performance.
- c. Termination of the contract for default.
- d. Term of contract and renewal clauses,
- e. Start dates, milestone dates, completion dates, and penalties for delay in completion.
- f. Compliance with Kansas Cash Basis Law.
- g. Appropriate performance and payment bonds and sureties when applicable.

- h. Liability and Workers Compensation insurance as required.
- i. All County contracts must be reviewed and approved for signature by the County Counselor before being executed.

28. Modifications for Changes

No agreement or understanding to modify this IFB and resultant purchase orders or contracts shall be binding upon the County unless made in writing by Saline County.

29. Order of Precedence

In the event of an inconsistency between provisions of the IFB, the inconsistency shall be resolved by giving precedence in the following order: a) the schedule; b) Instructions to Bidders and General Instructions; c) special provisions; d) other provisions of the contract, whether incorporated by reference or otherwise; and e) the specifications.

30. Additional Information

Additional information may be obtained from Administrative Resource Center at (785) 309-5810.

MINIMUM SPECIFICATIONS

INSTRUCTIONS: Bidders shall complete every space in the “**BIDDER’S PROPOSAL**” column through use of the word “**YES**” to indicate that the item being bid is exactly as specified. If item Being bid is not exactly as specified, use the word “Exception” in the proposal column and Describe the exception to specification on a piece of paper.

Please note information on removal and installation of equipment in the bid document.

SALINE COUNTY ROAD & BRIDGE

EQUIPMENT TYPE: One (1) New/Unused 2022 or 2021 extended cab 2 wheel-drive ½ Ton full-sized pickup

BIDDER’S PROPOSAL	FEATURES	SPECIFICATIONS
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GENERAL VEHICLE SPECIFICATIONS

<small>Bidders Proposal</small> 	Model year shall be 2022 or 2021
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ENGINE

<small>Bidders Proposal</small> 	V8
	Gasoline

POWERTRAIN, WHEELBASE, POWERTRAIN, GVWR

<small>Bidders Proposal</small> 	2 Wheel-drive
	Automatic Transmission
	3.31 Axle Ratio
	Limited Slip Differential
	137” – 145” Wheelbase
	8,000 lbs. minimum GVWR
	Power-Disc Brakes
	Anti-Lock Brakes
	Power Steering
	Adjustable tilt steering wheel

EXTERIOR

<small>Bidders Proposal</small> 	White Solid Color
	Bumpers Front and Rear
	Back-up Alarm
	17” Wheels
	6 – 6.5’ Bed
	Cargo Light
	Side mirrors
	Cargo Light

