

**SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR BARTON COUNTY ROAD & BRIDGE DEPARTMENT EQUIPMENT**

**BY**

**THE BARTON COUNTY COMMISSIONERS**

Chairman James R. Dailey  
Commissioner Barb Esfeld  
Commissioner Shawn Hutchinson  
Commissioner Kirby Krier  
Commissioner Jennifer Schartz

Barry McManaman, Interim County Administrator  
Donna Zimmerman, County Clerk  
Darren Williams, County Works Director

## STANDARD TERMS AND CONDITIONS

### BARTON COUNTY, KANSAS

1. **Scope:** The following terms and conditions shall prevail unless otherwise modified by Barton County within this bid document. Barton County reserves the right to accept or reject any or all bids received. Barton County also reserves the right to award in the best interest of the County.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term “Bid Request” means a solicitation of a formal sealed bid.
  - b. The term “Bid” means the price offered by the bidder.
  - c. The term “Bidder” means the offerer or vendor.
  - d. The term “County” means Barton County, Kansas
  - e. The term “Board of County Commissioners” means the governing body of Barton County, Kansas.
3. **COMPETING BID:** Bids must be submitted ONLY on the form (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **ACCURACY OF BID:** Each bid is publicly opened and made part of the public records of the County. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
5. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be submitted by the Vendor Registry or be sealed and submitted in an envelope clearly marked – **MOWER BID – R&B** to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.
6. **Vendors must be registered on Vendor Registry to Bid.** Vendors will receive electronic notifications and can submit electronically through Vendor Registry; a link is found under the Procurement tab at [www.bartoncounty.org](http://www.bartoncounty.org).

-or-

SUBMISSION OF BID: Bids shall be sealed and shall show on the outside the name of bidders and items bid upon. Bids shall be delivered to the Office of the County Clerks, Barton County Courthouse, 1400 Main, Room 202, Great Bend, Kansas 67530, before 2:00 p.m., Wednesday, November 10, 2021

7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. LATE BIDS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned to the bidder unopened.
9. BID OPENINGS: All bids submitted shall be binding upon the bidder if accepted by the County within thirty (30) calendar days after the bid opening.
10. EQUIVILANT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards of quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless item are marked **NO SUBSTITUTE**. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. NEW MATERIALS, SUPPLIES OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment shall be assembled, fully serviced and ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the best bidder(s) whose bid conforms to the specification and whose bid is considered to be the best value in the opinion of the County. The County reserves the right to accept or reject any or all bids and any part of a bid, to waive informalities, technical defects and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such or when it is determined to be in the best interests of the County. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

14. DELIVERY TERMS: All deliveries shall be by F.O.B. Destination and all freight charges shall be included in the bid prices.
15. DAMAGED AND /OR LATE SHIPMENTS: The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise, even though the damage was not apparent or discovered until after receipt of the item. The vendor is responsible to notify the Barton County Road & Bridge Department of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payments. Discounts shall be considered as a cost factor in the determination of award. Discounts offered shall be computed from date of receipt of correct invoice of receipt and acceptance of products, whichever is later.
17. SELLER'S INVOICE: invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order of bid document. Separate invoices are required for each Purchase Order of bid document. Invoices shall contain the following information: purchase order number, contract number, item number, description of supplies or services, sizes, units of measure, quantity, unit price and extended totals.
18. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606, as may be amended. All transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
19. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
20. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for liability whatsoever.
21. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify, and hold the Board of County Commissioners, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character arising out of or relating to any and all claims, liens, demands, obligation, action, proceeding or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree

of any court shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to , provide defense for, and defend any such claim, etc., at his or her sole expense and agrees to bear all other costs and expenses related thereto, even of such claim is groundless, false, or fraudulent.

22. LAW GOVERNING: All contractual agreements shall be subject to, governed by and construed according to the laws of the State of Kansas.

23. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.