

CITY OF HUTCHINSON
BID NO. 17-96
ADDENDUM NO. 1

February 7, 2017

TO ALL PROSPECTIVE BIDDERS:

The Bid Documents for the Bid 17-96, are hereby amended in the following particulars only; all other conditions remain unchanged. This addendum shall be considered a binding part of the original Bid Documents.

1. **Please use the enclosed revised Request For Bid Form** to indicate Bid due to the following correction to the specifications – Delivery Date: **May 15, 2017.**

**CITY OF HUTCHINSON
BID FORM**

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

**BID NO. 17-96 BID SUBMITTAL DEADLINE: 12:00 NOON CST on February 28, 2017
PUBLIC BID OPENING TIME: 1:30 P.M. CST on February 28, 2017**

INSTRUCTIONS: THIS FORM MUST BE PROPERLY FILLED OUT AND RETURNED BY MAIL, IN PERSON, OR BY FAX TO : The City Of Hutchinson, Office of City Clerk, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504-1567, OR FAX (620)694-1971. RETURN PRIOR TO 12:00 NOON CST on February 28, 2017. Bid not submitted pursuant to the conditions set out in this request may be rejected. All bids received after the stated opening date and time will not be considered. Bids will be publicly opened and read at the above stated time in the Public Works Conference Room, 1500 South Plum, Hutchinson, Kansas

* The City of Hutchinson reserves the right to reject part or all of any bid and to waive formalities. All bids are subject to Purchasing Policies set by the City Council of Hutchinson. The City of Hutchinson reserves the right to divide purchases among vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price. Thank You, Carmel White, Purchasing Agent, City of Hutchinson (620)694-1973 or (620)694-1900

ITEM NO	QUANTITY	DESCRIPTION – as per specifications	EXTENDED PRICE
#1	1 Complete Order	MATERIALS ONLY – NO INSTALLATION - DELIVERY TO BE INCLUDED TO 1600 SOUTH ELM, HUTCHINSON, KANSAS AS PER SPECIFICATIONS, DELIVERED BY MAY 15, 2017: 1 EACH - DAKTRONICS BA-618 BASEBALL SCOREBOARD ALL SPORT 1600 CONTROLLER WITH WIRELESS OPTION SCORE BOARD COLOR: BLACK CAPTION COLOR: WHITE OPTIONAL – AMBER PANAVIEW DIGITS PLEASE INDICATE DELIVERY DATE: _____	
TOTAL BID IF ALL ITEMS LISTED ARE PURCHASED FROM YOUR COMPANY AT ONE TIME, INCLUDING ALL DISCOUNTS:			

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED! SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM # 1.

SIGNATURE

TITLE

ORDERING ADDRESS/CONTACT:

REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME

REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

EMAIL ADDRESS

FAX NUMBER

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of Chapter 3 of the Code of the City of Hutchinson, Kansas, 1988, and any subsequent amendments thereto and provisions of K.S.A. 44-1030 and 1031, as amended, including subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) 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;
- (2) 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;
- (3) 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;
- (4) 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
- (5) the Contractor shall include the provisions of subsections (a) 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base Contract before signing thereof and acceptance of the terms of this certificate.

Date

Name of Contractor

By _____
Name and Title

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with City of Hutchinson purchasing policies, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

A. _____ "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."

B. _____ "No property is owned by the owner(s) or corporation within Reno County."

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME OF SIGNEE: _____

TELEPHONE NUMBER: _____ TITLE OF SIGNEE: _____

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.

REQUEST FOR BID
GENERAL CONDITIONS

The City of Hutchinson is seeking Bids for items specified in the enclosed which it wished to purchase. None of the attachments are intended to be restrictive but to act as a guide for those desiring to submit Bids. **ALL BIDS SHALL BE GOOD FOR A PERIOD OF FORTY-FIVE DAYS FROM THE DATE BIDS ARE OPENED.**

PRICE PROTECTION. The price stated in the Bid shall be firm and not subject to increase during the term of any contractual agreement arising between the City of Hutchinson and the vendor as a result of the Bid. Vendors shall provide firm prices less any federal excise tax. The City of Hutchinson is exempt from payment of sales tax. For further information contact the City Clerk's Office (694-2614).

METHOD OF PAYMENT. Payment will be made within 21 days of date of delivery and satisfactory performance to the City of Hutchinson.

DELIVERY/DELIVERY DATES. Bids shall reflect delivery to City of Hutchinson, Park Department, 1600 South Elm, Hutchinson, Kansas. Delivery of any and all items shall be made on a week day between the hours of 8:00 a.m. and 5:00 p.m. **All items shall be delivered by May 15, 2017.** Vendor shall provide delivery date on bid form if set date is not feasible. Items received by the City of Hutchinson shall meet specifications and/or deemed to be acceptable by the City. Items not meeting specifications and deemed to be unacceptable by the City shall be returned to the vendor. The City of Hutchinson shall not be liable for any items during transit.

NON-DISCRIMINATION. During the performance of this contract, the contractor/vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The contractor/vendor will take affirmative action to insure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.

PROPERTY TAX STATEMENT. The attached statement on property owned within the City of Hutchinson must be complete and returned with the bid in accordance with the City's policy on delinquent property taxes. "The City reserves the right to reject all bids from bidders who are delinquent in personal or real estate property taxes to Reno County, Kansas."

AWARDING OF BID. Whenever the City of Hutchinson lets Bids for goods or services, and the low Bid is submitted by a vendor domiciled outside of Reno County, a vendor domiciled inside Reno county may be deemed the preferred vendor and awarded the Bid if:

1. The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum Bid specifications, and the vendor has the capability to adequately service the product.
2. The amount of the Bid of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low Bid if the low Bid is under \$10,000, or not more than 3% greater than the amount of the low Bid if the low Bid is greater than \$10,000.
3. The Bid does not pertain to new construction or involve State or Federal Funding.
4. The vendor domiciled within Reno County is willing to match the Bid price offered by the low vendor domiciled outside of Reno County within 24 hours of official notification.

THE CITY OF HUTCHINSON RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO PURCHASING POLICIES SET BY THE CITY COUNCIL OF HUTCHINSON. THE CITY OF HUTCHINSON RESERVES THE RIGHT TO DIVIDE PURCHASES AMONG VENDERS TO ACCOMPLISH THE BEST GROSS PRICE AND TO MAKE THE FINAL DECISION AS TO ACCEPTABILITY OF QUALITY AND PRICE. ALL VENDORS DOING BUSINESS WITH THE CITY OF HUTCHINSON SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS.