

(\_\_\_\_\_ )Published in The Wichita Eagle, Tuesday, September 6, 2016.

## **FORMAL BID – FB640182**

Sealed bids will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **TEN O’CLOCK A.M., FRIDAY, SEPTEMBER 16, 2016.** "Request for Formal Bid" form **MUST** be used to submit your bid unless you are submitting your bid on our website at (<https://ep.wichita.gov>) using your secure login/password:

### **VARIOUS DEPARTMENTS, BOARDS & AGENCIES**

#### **Concrete Requirements**

AS PER SPECIFICATIONS

F.O.B.: Wichita, Kansas

Bids will be opened after ten o’clock a.m., in the Board Room, 1<sup>st</sup> Floor, City Hall, 455 North Main, Wichita, Kansas.

Specifications and bid forms are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202, (316) 268-4636. This information may also be obtained on our website above.

Dated at Wichita, Kansas this 1st day of September, 2016.

Melinda A. Walker  
Purchasing Manager

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
  - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
  - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
  - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.**

# FORMAL BID

## FB640182

Purchasing Department

Concrete Requirements

Responses are due before:

Friday, September 16, 2016 10:00:00AM

### RETURN TO:

City of Wichita  
Purchasing Manager  
City Hall, 12th Floor  
455 N Main  
Wichita KS 67202



### CONTACT INFORMATION:

Contact: Clarence Rose

Phone: (316) 268-4414

Fax: (316) 268-4656

455 North Main  
12TH FLOOR  
Wichita, KS 67202

e-mail: [crose@wichita.gov](mailto:crose@wichita.gov)

### DELIVERY INFORMATION

Deliver To: MELINDA WALKER  
PURCHASING MANAGER  
455 N MAIN 12TH FL  
PURCHASING DIVISION  
WICHITA, KS 67202-

Phone: (316) 268-4411

Fax: (316) 268-4656

e-mail: [mwalker@wichita.gov](mailto:mwalker@wichita.gov)

PLEASE QUOTE DELIVERED PRICES ON THE EQUIPMENT, MATERIAL OR SERVICES LISTED BELOW

### GROUP 1

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	6.6 HE Sack- Picked Up	50.00	CY	_____	_____
2	6.6 HE Sack- Delivered	50.00	CY	_____	_____
3	6.6 Sack- Picked Up	2,500.00	CY	_____	_____
4	6.6 Sack- Delivered	100.00	CY	_____	_____
5	8.0 Sack- Picked Up	100.00	CY	_____	_____
6	8.0 Sack- Delivered	100.00	CY	_____	_____
7	Hi-Early- Additives	50.00	CY	_____	_____
8	Winter Service (November 1 - March 31)	600.00	CY	_____	_____
9	Super Plastizer	50.00	CY	_____	_____

### GROUP 1 TOTAL

### GROUP 2

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>	<u>Unit Price</u>	<u>Extended Amount</u>
10	6.6 HE Sack- Delivered	100.00	CY	_____	_____
11	733 R Type Mix 4000 psi in 72 hours- Delivered	50.00	CY	_____	_____
12	Airfield Rock 5000 psi in 5 days- Delivered	50.00	CY	_____	_____
13	Airfield Rock 5000 psi in 48 hours- Delivered	50.00	CY	_____	_____
14	Hi-Early- Additives	50.00	CY	_____	_____

15 Winter Service (November 1 - March 31)

50.00 CY \_\_\_\_\_

Vendors may bid on Group 1 or Group 2 or Both Groups.

Award will be based on the lowest and best total net bid per Group based on the estimated quantities.

**GROUP 2 TOTAL**

**Solicitation Total:** \$ \_\_\_\_\_

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Telephone Number (including area code)

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
Fax Number (including area code)

\_\_\_\_\_  
Vendor City/State/ZIP

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Vendor TIN/FEIN/SSN

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Billing Terms

\_\_\_\_\_  
Title

\_\_\_\_\_  
Delivery or Completion Date

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON ACCEPTANCE OF ANY OR ALL ITEMS, UNDER THE TERMS AND CONDITIONS SHOWN ABOVE AND ATTACHED TO THIS FORM, BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.  
**THIS FORMAL BID FORM MUST BE SIGNED!**

**CONCRETE REQUIREMENTS SPECIFICATIONS  
FOR  
VARIOUS DEPARTMENTS, BOARDS & AGENCIES**

**Group 1- Various Departments, Boards & Agencies**

The City of Wichita will pay a delivery charge of \$15.00 for deliveries of 1/4 to 5 cubic yards with one or more stops. The delivery charge will include one stop with all additional stops to the billed at the rate of \$2.50 per stop. The delivery and stop charge will apply in lieu of unloading and standby time charges for all deliveries of five (5) cubic yards and under.

For deliveries over 5 cubic yards the City will pay **no** delivery charges. The City will pay unloading and standby time at the rate of \$20.00 per hour after the first half-hour at the job site.

Plant location must be located in the city of Wichita. One plant shall be able to accommodate loading City trucks with the height of 11'-9".

The successful bidder agrees to enter into a formal contract with the City of Wichita to provide concrete requirements, as per specifications, for a period of one (1) year. The contract would be subject to cancellation upon thirty (30) days written notice by the City of Wichita. The contract to commence on October 1, 2015.

The quantity listed is the estimated usage only and does not guarantee or limit, in any way, the amount the City may purchase under this contract. Purchases by the City will be those amounts needed to maintain all levels of services.

All mix supplied under this contract must meet FM requirements as set forth in the new Engineering Concrete Specifications.

**Group 2- Wichita Airport Authority/ Operations Division**

In addition to the above terms and specifications listed in Group 1:

Delivery truck shall have a front mounted chute in full view of the driver operated by the driver during off load for safety.

In lieu of the above a rear mounted chute truck can be used but will require a chute operator to accompany the driver for all deliveries. (Airport personnel shall not need to

operate the chute during deliveries)

Deliveries made outside of the above requirement will not be refused but a man hour charge of \$35.00 per yard will be deducted from the concrete price.

Deliveries times shall be guaranteed as requested 6:00am-5:00pm Mon-Fri Except holidays with 48 hours notice.

Local concrete engineer (on staff with the vendor) shall be available to comply with hot weather concrete placement plan. Types of service required shall be adjusting concrete mixtures for temperature, workability, and set time (use of high early accelerators or retarders). Engineer shall be able to disseminate whether these requirements could be accomplished through the use of hot water, cold water or the use of ice chips in lieu of some of the water mixture in addition to or in lieu of mixture adjustment. Engineer shall be responsible for insuring the mixture of airfield concrete suitable for the weather conditions and temperature at the time of placement per IPRF report.

Mixes

General purpose 6.6 sack w/HE option

Mix with the general characteristics of 733R (4000 psi minimum in 72 hours)

Airfield Concrete

Airfield Rock Mix 5000 psi minimum in 5 days

HE Rock Mix 5000 psi minimum in 48 hours

Specification guidelines available at <http://www.iprf.org/products/JP007P%20-%20Airport%20Best%20Practices%20Manual.pdf>

**Delivery locations for Group 2- Wichita Airport Authority/Operations Division will be Wichita Dwight D. Eisenhower National Airport and Jabara Airport.**

**Vendors may bid on Group 1 or Group 2 or Both Groups.**

**Award will be based on the lowest and best total net bid per Group based on the estimated quantities.**

## CONCRETE SPECIFICATIONS

### **Cement:**

Cement shall meet the requirements of the standard specifications for Portland Cement, ASTM C 150, except that the total alkalis [ $\text{no. } >_2\text{O} + (0.638 \times \text{K}_2\text{O})$ ] shall not exceed 0.60 percent. Type II cement shall have a sum of tricalcium silicate and tricalcium aluminate not exceeding 58.0 percent and the percentage of tricalcium silicate shall not be less than 40 percent in addition to the preceding requirements. Type I cement may be used for all concrete work. Type II cement may be used only when approved by the Engineer. Cement of different types shall not be mixed during storage or used alternately in any one part of a structure. Cement shall be stored in railroad cars or in other suitable moisture-proof storage. Caked or reclaimed cement shall not be used. The cement supplier and the concrete producer shall certify in writing that the cement used conforms to the required chemical and physical properties. The City reserves the right to sample the cement at the concrete production site and to test it to verify the certification.

### **Fly Ash:**

Fly Ash shall meet the requirements of ASTM C-618, Class C. Certificates shall be provided, identifying the source, for review and approval by the Engineer. Fly Ash such as produced in furnace operations utilizing liming materials or soda ash (Sodium Carbonate) as an additive shall not be acceptable.

The minimum cementitious material (cement and fly ash) shall be 620 pounds per cubic yard. The ratio of water to cementitious material including free moisture on the aggregate, but not including moisture absorbed by the aggregates shall not be more than 0.48 by weight.

When Fly Ash is used as a partial replacement for cement the minimum cement content may be met by considering Portland cement plus Fly Ash as the total cementitious material. The replacement rate shall not exceed 15% by weight of total cementitious material.

All Fly Ash suppliers must submit test data going back 12 months and monthly reports there after to support compliance with A.S.T.M. C-618.

### **Fine Aggregate:**

Fine aggregate to be used in concrete shall consist of natural sand resulting from the disintegration of siliceous and/or calcareous rocks and manufactured sand produced by crushing predominantly siliceous materials and shall be uniformly graded from coarse to fine. This type of aggregate shall be free from injurious amounts of organic impurities and from injurious amounts of alkali. Other deleterious substances shall not exceed the following percentages by weight:

Material passing No. 200 sieve	2.0
Shale, lignite, coal, soft or flaky fragments	1.0
Sticks (wet)	0.1
Clay lumps (wet, on No. 4 sieve)	0.25

Fine aggregate shall meet the following gradation requirements when tested as specified by ASTM Method C 136:

Retained on 3/8 sieve	0%
Retained on No. 4 sieve	0%-5%
Retained on No. 8 sieve	0%-20%
Retained on No. 16 sieve	15%-50%
Retained on No. 30 sieve	40%-75%
Retained on No. 50 sieve	70%-95%
Retained on No. 100 sieve	90%-100%

The fine aggregate shall also have a fineness modulus of not less than 2.50 or more than 3.40 and the percent retained between any two consecutive sieves shall not be more than twenty-five percent (25%). Fine aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 24 hours prior to being used to produce concrete. The City reserves the right to sample fine aggregate at the concrete production site and to conduct tests to verify that the aggregate meets the specified requirements.

**Coarse Aggregate:**

Coarse aggregate to be used in concrete shall consist of gravel, crushed gravel, crushed stone or a combination thereof conforming to the requirements prescribed in ASTM C 33, or the latest revisions thereof, except that the percentage of wear shall not exceed forty percent (40%) as tested by the Los Angeles Abrasion Test Method and the loss shall not be more than eighteen percent (18%) as tested for soundness by the Magnesium Sulfate Method. Coarse aggregates used in concrete mixes shall have a maximum absorption of three and five tenths percent (3.5%).

Grading requirements shall be size No. 67, 3/4" to No. 4:

Retained on 1" mesh sieve	0%
Retained on 3/4" mesh sieve	0%-10%
Retained on 3/8" mesh sieve	45%-80%
Retained on #4 mesh sieve	90%-100%
Retained on #8 mesh sieve	95%-100%

**Various Proportions:**

**a) 6.6 Sack City Mix**

Unless noted otherwise, concrete to be used in all construction shall contain 6.6 sacks of cement per cubic yard of concrete minimum; a maximum water content, including surface moisture; but excluding water of absorption of the aggregates of .48 water/cement ratio, maximum. Fine and coarse aggregate shall be combined in such proportions that the limits of the total aggregate retained on the No. 4 mesh sieve will be a minimum of the thirty percent (30%) and a maximum of fifty percent (50%). The maximum permissible slump shall be four inches (4"). Cement and aggregates shall be proportioned at a central mixing plant in which measurement is by weight. Water used in concrete shall be suitable for human consumption.

Concrete to be used for all construction shall contain an approved air-entraining admixture in such quantity that the entrapped air will be six percent (6%) plus or minus two percent (2%). Mixes may also include approved non-chloride accelerators, normal, mid-range and high-range water reducers. When 6.6 sack mix is used, no vehicular traffic shall be allowed on the new concrete for at least seven (7) days or until a flexural strength of 550 psi has been attained.

**b) 8 Sack Sand Mix**

Wheelchair ramps and sidewalks outside of driveway approaches may consist of an approved mixture of sand only with 8 sacks of cement per cubic yard of the concrete. No vehicular traffic shall be allowed on sand mix.

**c) High-Early 6.6 Sack City Mix**

Unless otherwise specified, concrete to be used in construction requiring early opening to traffic shall contain a minimum of 6.6 sacks of cement per cubic yard; a maximum water content, including surface moisture; but excluding water of absorption of the aggregates of .44 water/cement ratio, maximum. Fine and coarse aggregate shall be combined in such proportions that the limits of the total aggregate retained on the No. 4 mesh sieve will be a minimum of the forty percent (40%) and a maximum of fifty percent (50%). The maximum permissible slump shall be four inches (4"). Cement and aggregates shall be proportioned at a central mixing plant in which measurement is by weight. Water used in concrete shall be suitable for human consumption. Concrete to be used for all construction shall contain an approved air-entraining admixture in such quantity that the entrapped air will be six percent (6%) plus or minus two percent (2%). Mixes may also include approved non-chloride accelerators, normal, mid-range and high-range water reducers. No vehicular traffic shall be allowed on the new concrete for at least four (4) days. The Contractor shall provide a design mix that shall attain a flexural strength of 550 psi within 4 days unless otherwise specified.

**d) High Early Strength Mixes**

When specified, the Contractor shall provide a high-early (HE) concrete mix to meet the following requirements. All design mixes shall have a minimum 28-day compressive strength of 3700 psi. The use of chloride accelerators will not be permitted.

**Design:**

The Contractor shall be responsible for the design and the proper combination of aggregates, cement and water within the limits of these specifications to produce the best possible mix. The Contractor or concrete producer shall furnish to the Engineer in writing all criteria used in the mix design for each type of concrete including, but not limited to, the saturated and surface dry specific gravity of the individual aggregates, the dry and rodded unit weights of the individual aggregates, the percent by volume of the individual aggregates, the fineness modulus of the individual aggregates, the type of mix, the water content, the design slump, the theoretical weight per cubic foot of the concrete, the gradation of the individual aggregates, the percent by volume of entrapped and/or entrained air, the design moisture condition of the individual aggregates, the quantity of air entraining admixture per cubic yard to produce the design air entraining, the gallons of water to be added per cubic yard of mixed concrete, and the batch weights of aggregate and cement per cubic yard of mixed concrete. The

batch weights of the aggregates and the quantity of water in the design mix shall be adjusted to correspond with the moisture condition of the aggregates at the time the concrete is produced. The Engineer shall require the Contractor or concrete producer to re-design any concrete mix when the fineness modulus of the aggregates used in the original mix design.

**Mixing:**

All proportioning shall be done at a central proportioning plant in which measurement is by weight or approved metering device.

The ingredients of the concrete shall be thoroughly mixed and the consistency of concrete shall be determined by the Standard Method of Slump Test for Consistency of Portland Cement Concrete, ASTM C 143. The concrete shall be mixed in quantities required for immediate use. Concrete shall not be used which has developed initial set or is not in place one-half (1/2) hour after the water has been added. Re-tempering concrete by adding water or by other means will not be permitted. The desired slump shall be three inches (3") to be used in concrete base construction, and the maximum slump permitted shall be four inches (4").

The concrete shall be mixed not less than sixty (60) seconds. When double compartment mixers are used, the minimum mixing time in the first compartment shall be thirty (30) seconds and the total mixing time, including transfer time, shall not be less than sixty-five (65) seconds.

The concrete may be mixed by a paving mixer into which the material, including the water, can be precisely and regularly proportioned, and which will produce a concrete of uniform consistency in color and the materials thoroughly and uniformly mixed.

The paving mixer shall be equipped with a batch meter and automatic locking timing device. The water tank shall be equipped with a scale graduated in gallons and fractions thereof. The water measuring device shall be capable of accurate measurement to within one percent (1%) of the required amount. The paving mixer shall be equipped with a boom and bucket, full power controlled, which shall be so operated that the batches may be uniformly distributed on the subgrade.

All equipment used to produce, mix and transport concrete shall conform to the applicable sections of the latest edition of the Kansas State Department of Transportation Standard Specifications. Transit mixed concrete may be used for all work in lieu of a paving mixer. Concrete mixed in transit shall conform to the applicable sections of the latest edition of KDOT Standard Specifications.

Concrete used in all construction shall develop a flexural strength of not less than five hundred fifty (550) pounds per square inch and a compressive strength of not less than four thousand (4000) pounds per square inch in twenty-eight (28) days. Flexural strength shall be determined according to the Standard Test Method for Flexural Strength of Concrete ASTM C 78 and compressive strength shall be determined according to the Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens ASTM C 39.



## GENERAL SPECIFICATIONS

### BID FORMS

Unless bidding on-line, all bids MUST be submitted on the enclosed "Request For Formal Bid" form and signed by an officer or employee authorized to sign bids. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, must be noted on the front of the "Request For Formal Bid" form to be considered. The "Request For Formal Bid" form is to be submitted in the enclosed pre-address envelope.

Bidders are requested to submit current literature or brochures relating to their bid.

### LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### CONTRACT

The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their bids.

### ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

### ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors MUST contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

### RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### FEDERAL EXCISE TAX

The articles specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Bid" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

### DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Board of Bids and Contracts to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Board of Bids and Contracts a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Board of Bids and Contracts.

### AWARD

The City, through its Board of Bids and Contracts reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

If there are tie bids, the Board of Bids and Contracts will recommend the successful bidder, and final determination will be made by the City Council.

**\*\*THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID PER GROUP, BASED ON ESTIMATED QUANTITIES.**