



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

Phone: 316 660-7255 Fax: 316 660-1839

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

REQUEST FOR BID

RFB #23-0016

ON-CALL HIGHWAY GUARDRAIL MAINTENANCE

February 23, 2023

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for On-Call Highway Guardrail Maintenance. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CDT, March 21, 2023.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

A handwritten signature in cursive script that reads "Lee Barrier".

Lee Barrier
Purchasing Agent

LB/ch

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for On-Call Highway Guardrail Maintenance, in accordance with the specifications outlined for Sedgwick County Public Works.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, please email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, March, 21, 2023**. If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service. In person bid submissions will be accepted as well.

Bid responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm on the due date. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these bids are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:00 p.m. or join us in person in the Conference Room, 6th floor, 100 N. Broadway, Suite 610.

III. Scope of Work

This proposal is intended to establish an On-Call Contract for Maintenance of Guardrail and Guardrail End Treatment Systems for Sedgwick County Public Works, hereinafter referred to as SCPW.

1. **BIDDER QUALIFICATIONS:** The contractor shall be KDOT pre-qualified to perform guardrail installations. Equipment shall be readily identifiable as Contractor's equipment, or from a rental agency. SCPW reserves the right to inspect bidder's equipment to determine if said equipment is in satisfactory condition and in working order to perform the tasks set forth in this contract.
2. The quantities shown on the Bid Forms are estimates only and shall be used in helping to evaluate the bids.
3. **RESPONSE TIME FOR GUARDRAIL MAINTENANCE:** The contractor is required to respond within two (2) weeks to perform the onsite inspection of the damage and present a schedule for the repairs within three (3) weeks of the onsite inspection.
4. In the event the contractor fails to perform repairs and replacement of guardrail in accordance with KDOT specifications and the contract provisions in an "as built" and timely manner, the county may obtain the services of another contractor and/or cancel this contract with a ten-day notice. Examples of poor performance are as follows: consistently late in performance of duties, excessive number of call backs to redo shoddy, inadequate work, failure to produce and the quality of equipment and personnel as listed in the contract bid, taking an inordinate amount of time to perform work on per hour basis.

5. Orders will be given to the contractor, by email and confirmed by phone, by the County Engineer or his representative throughout the period of the contract. For each requested repair, SCPW will supply the location, description of the damage, various photographs and measurements to represent the damaged guardrail to assist the contractor in determining the materials and work effort to complete the repair. If the contractor is unable to determine the work required to repair, they may request a site investigation.
6. All guardrail and end terminal materials shall be furnished by the contractor and shall be in new, unused condition meeting KDOT specifications.
7. The contractor will not be held liable for failure to perform the repairs within the stipulated time when his inability to perform is caused by an Act of God; State or Federal Law, Order or Regulation; War; Riot; Fire; Flood; Labor Strike; Epidemic; or any other cause beyond the reasonable control of each party, provided telephonic or written notice of such condition is given to the ordering County Engineer with reasonable promptness.
8. The Contractor must keep the work areas free of waste materials. Upon completion of work, all waste, tools supplies, and materials must be removed from the site.
9. Work under this contract is not anticipated to disturb a large enough area to require a Storm Water Pollution Prevention Plan or Pollution Prevention Plan. The contractor is still responsible for implementing best management practices, as needed and appropriate, to minimize any erosion or runoff from the project site.
10. The work area including shoulders and lane closures shall be signed, marked and/or flagged by the contractor in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways, and as instructed by SCPW. The contractor will follow all Traffic Control Standards as shown in the pdfs found on SCPW's website, <https://www.sedgwickcounty.org/public-works/cad-standards/>.
11. The contractor shall hold harmless SCPW from all damages, injuries, and expenses caused by the sole negligence of the contractor.
12. TERMS OF PAYMENT: Payment will be made upon receipt of an original contractor's invoice. The contractor is to submit a billing to SCPW at the completion and acceptance of the work.
13. Contractor must bid all items. Contractor must submit all information requested for bid to be considered. The county reserves the right to reject any or all bids.
14. The contractor shall meet all KDOT specifications for guardrail.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Lee Barrier at Lee.Barrier@Sedgwick.gov by 5:00 pm CST, March 7, 2023. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 pm CDT, March 13, 2023. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*

C. Evaluation Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	February 23, 2023
Clarification, Information and Questions submitted via email by 5:00 pm CST	March 7, 2023
Addendum Issued by 5:00 pm CDT	March 13, 2023
Bid due before 1:45 pm CDT	March 21, 2023
Board of Bids and Contracts Recommendation	March 30, 2023
Board of County Commission Award	April 5, 2023

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for an Initial Contract Period of Three (3) Years with two (2) one (1) year options to renew.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

<https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf>

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance. It is the responsibility of the contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers’ Compensation:	
Applicable coverage per State Statutes	
Employer’s Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder’s Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
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G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful bidder agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. [Bid Conditions](#)

<https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

VI. Required Response Content

Bid response should include the following:

ITEMS OF WORK

HIGHWAY GUARDRAIL MAINTENANCE

The following price schedule will be utilized throughout the contract period to pay for required services. Each bidder shall quote a turnkey cost for each listed task.

Site Inspection.

Description. Work under this item includes an in-person assessment by the contractor of the site where the guardrail has been damaged for the purpose of obtaining the necessary materials and equipment and scheduling the work needed to complete the repair and/or replacement. Prior approval is required before a site investigation is performed. This will be a payment per each site inspection.

Remove & Replace Metal Beam Guardrail

Description. Work under this item includes the removal of existing damaged metal beam guardrail and posts and installing new guardrail and posts at the same location and elevation. Post material will match the existing post material type. Payment will be by the lineal foot of rail removed and replaced.

Remove & Replace Midwest Guardrail

Description. Work under this item includes the removal of existing damaged Midwest guardrail and posts and installing new guardrail and posts at the same location and elevation. Post material will match the existing post material type. Payment will be by the lineal foot of rail removed and replaced.

Remove & Replace Thrie Beam Barrier

Description. Work under this item includes the removal of existing damaged Thrie Beam Barrier and posts and installing new guardrail and posts at the same location and elevation. Post material will match the existing post material type. Payment will be by the lineal foot of rail removed and replaced.

RCB Guardrail Bolt Down

Description. Work under this item includes the bolting down of Guardrail along a Reinforced Concrete Box (RCB), where standard posts are unable to be excavated into the ground and must be attached to the bridge structure. Payment will be by the lineal foot of rail removed and replaced.

Remove and Replace Guardrail End Treatments (various end treatment systems)

Description. Work under this item includes the removal of various guardrail end treatment systems and installing a new end treatment to match the existing system. There may be situations where we require the existing end treatment to be replaced with a different end treatment. This would be done at the direction of SCPW and would normally only be done if minimal adjustment to the existing guardrail and minimal grading. The Blunt End and BCT terminals will only be replaced in kind after review and approval by SCPW. Payment will be on a per each basis. Reusable parts from the damaged end treatment shall be delivered to SCPW West Yard.

Traffic Control – Two Lane Highway

Description. Work under this item includes the set up and maintenance of traffic control on a two-lane highway for the work being performed. The Contractor must submit traffic control plans to the County Engineer in accordance with the currently adopted Manual of Uniform Traffic Control Devices, (MUTCD) for acceptance prior to commencement of the work on the contract. All traffic control devices must be set up according to the accepted traffic control plans and according to the MUTCD.

Traffic Control – Multi Lane Highway

Description. Work under this item includes the set up and maintenance of traffic control on a multi-lane highway for the work being performed. The Contractor must submit traffic control plans to the County Engineer in accordance with the currently adopted Manual of Uniform Traffic Control Devices, (MUTCD) for acceptance prior to commencement of the work on the contract. All traffic control devices must be set up according to the accepted traffic control plans and according to the MUTCD

Bid Pricing Form
Sedgwick County Public Works
MAINTENANCE OF GUARDRAIL

Work items listed below are estimated quantities on an annual basis:

Item	Description of Work	Unit of Measure	Estimated Quantities	Unit Cost	Extension
1.	Site Inspection	EA	5		
2.	Remove & Replace Metal Beam Guardrail	LF	100		
3.	Remove & Replace Midwest Guardrail	LF	100		
4.	Remove & Replace Thrie Beam Rail	LF	100		
5.	RCB Guardrail Bolt Down	LF	100		
6.	Remove & Replace BCT	EA	5		
7.	Remove & Replace Type II	EA	5		
8.	Remove and Install MSKT	EA	2		
9.	Remove and Install SKT	EA	2		
10.	Remove and Install LET	EA	2		
11.	Remove and Install MELT	EA	2		
12.	Remove and Install SRT	EA	2		
13.	Remove and Install FLEAT	EA	2		
14.	Remove and Install FLEAT-MT	EA	2		
15.	Traffic Control – Two Lane Highway	EA	5		
16.	Traffic Control – Multi Lane Highway	EA	2		
17.	Miscellaneous Work	HR	8		

1. Any exclusions clearly delineated.
2. Sample invoice (where applicable).
3. Completed and signed Bid Response Form.
4. Proof of insurance
5. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

REQUEST FOR BID

RFB #23-0016

ON CALL HIGHWAY GUARDRAIL MAINTENANCE

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 bidder is entered; (4) they have 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 (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

____ Native American (25) _____ Other (30) (Please specify _____)

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

____ Native American-Woman Owned (75) _____ Other (Woman Owned) (80) Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. _____

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

- Yes, I would like to be on the emergency vendor list.
- No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____ **After Hours Fax #:** _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document.

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

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 Name _____ Dated _____