



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604. N. Main, Suite F

Wichita, KS 67203

Telephone: (316)383-7494

Fax (316)383-7055

**REQUEST FOR BID
02-0078
DEMOLITION AND DEBRIS REMOVAL OF VACATED HOMES**

December 31, 2002

Sedgwick County is soliciting sealed bids for the demolition of three properties and debris removal for a total of four properties located throughout Sedgwick County. A Notice To Proceed, Official Purchase Order, and Kansas Sales Tax Exemption Certificate, will be provided to the successful vendor.

Firms electing to participate should complete two (2) copies of the Bid Response Form and deliver or mail to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203, no later than 1:45 p.m. CST, Tuesday, January 21, 2003. Late bids/quotations will not be considered for award.

Responses to this bid will be opened that day at a meeting to publicly receive all competitive solicitations at 2:00 p.m. This meeting is generally held in the County Commission Meeting Room, third floor, Sedgwick County Courthouse, 525 N. Main, Wichita, KS. *Note: This is across the street from where bids are submitted.* All interested parties are invited to attend this meeting as bids/responses will be received, publicly opened and read aloud.

All bids must be accompanied by a certified or cashier's check, or bid bond with a Surety licensed in the State of Kansas and acceptable to the County Clerk in the amount of at least five percent (5%) of the total bid. Checks shall be made payable to the Sedgwick County Clerk and drawn on a solvent Kansas bank. These checks will be retained until the contract for the project has been awarded and is a guarantee that if awarded the contract, the bidder will enter a contract and give bonds as required.

Iris Baker, C.P.M.
Director of Purchasing

GENERAL INFORMATION

Sedgwick County has acquired four properties through a FEMA flood buyout plan. Properties will need to be demolished and debris removed without damage or disruption to the wildlife and natural landscape per FEMA regulation 44 CFR, parts 9 and 10. Properties are located at:

6202 E. Sandhill Road
5327 South West Street
12801 West 29th Street North

A fourth property located at 9165 South 231st Street West has been burned by the Sedgwick County Fire Department during training exercises and will require debris removal.

BOND INFORMATION

A bid bond, or certified/cashier’s check shall accompany all bids, shall be in the amount of five percent (5%) of the bid and made payable to Sedgwick County, Kansas. Said Bond/check shall serve as guarantee that the successful bidder’s offer, if accepted, will result in a contract to perform the services described herein.

A Performance Bond for the total amount of the bid must be provided within ten (10) days of notice of recommendation for award. If the bid amount accepted by Sedgwick County exceeds \$40,000.00, a Payment Bond (per K.S.A. 60-1111) shall also be provided by the successful bidder.

INSURANCE REQUIREMENTS

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modifications, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption for coverage for any reason, all work under this contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage. The County shall be named as an additional insured. The following minimum coverage is generally required of vendors providing services:

- Workers Compensation
 - Applicable State Statutory
 - Employers’ Liability \$100,000.00
- Contractor’s Liability Insurance
 - Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability.

Bodily Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Property Damage		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Personal Injury		
Each Person Aggregate		\$500,000.00
Automobile Liability - Owned, non-owned and hired		
Bodily Injury Each Person		\$100,000.00
Bodily Injury Each Occurrence		\$500,000.00
Property Damage Each Occurrence		\$500,000.00
XCU Coverage – Remove exclusion		
Owner’s Liability		
Bodily Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Property Damage		
Each Occurrence		\$100,000.00
Aggregate		\$500,000.00
Personal Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00

Indemnify, release and hold Sedgwick County harmless from all claims of any kind whatsoever, including be not limited to claims for personal injury or property damage resulting from demolition, debris removal, and debris disposal related to the buildings which are the subject of the bid.

Certificate of Insurance including Contractor’s General Automotive Liability, Workers Compensation Insurance, and Owner’s Liability Insurance shall be provided within ten (10) days of notification of recommendation for award.

INQUIRIES

Questions regarding this Request for Bid should be submitted in writing to:

Iris Baker
Sedgwick County Purchasing Department
604 N. Main, Suite F
Wichita, KS 67203
(316) 383-7494; Fax: (316) 383-7055
Email: ibaker@sedgwick.gov

All questions received not of a general nature will be answered in writing and issued as an addendum to this bid.

TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice.

Request for Bid released	December 31, 2002
Bids Due	January 21, 2003
Board of Bids and Contracts Recommendation	January 23, 2003
Board of County Commission Approval	January 29, 2003

REQUIREMENTS

Bidders shall:

1. Haul away all demolition debris/materials in properly licensed vehicles, to a State of Kansas approved Construction and demolition materials landfill.
2. Comply with NFPA Code 241 for Building Construction and Demolition Operations.
3. Comply with FEMA regulation 44 CFR, parts 9 and 10
4. Agree that successful bidders are acting as independent contractors in providing the services and performing the duties required in the bid. Successful bidders will at all times be acting as independent contractors and not as officers, agents or employees of Sedgwick County. As independent contractors, successful bidders and their employees (and/or their subcontractors) will not be within the protection or coverage of Sedgwick County's worker's compensation insurance, nor shall successful bidders and their employees (and/or their subcontractors) be entitled to any current or future benefits provided to employees of Sedgwick County. Further, Sedgwick County shall not be responsible for withholding of social security, federal and/or state income tax, or unemployment compensation from payments made by Sedgwick County to the successful bidders.
5. Disconnect or verify such, all public and private utilities connected to the buildings prior to providing demolition services.
6. Covenant and agree that if the successful bidder shall fail to comply with any and all of the "Conditions" herein through no fault of Sedgwick County, each bidder has waived any further right to any of the buildings and has consented irrevocably to the demolition at the direction of the Board of County Commissioners. Further, in such circumstances each bidder covenants and agrees that any amount then otherwise due bidder shall be retained by Sedgwick County as liquidated damages and not as penalty.
7. Provide evidence of a Wrecking Contractor's License in compliance with Sedgwick County Code, and provide all applicable permits to perform the services outlined.

8. Covenant and agree that compliance with all applicable federal, state and local laws and regulations regarding demolition and salvage including, but not limited to, asbestos and other hazardous waste and indemnify and hold Sedgwick County harmless from any and all claimed violations of those laws.

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
2. Alternate Bids (two or more Bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and are to be considered a part of the final completed contract. If there is any variance or conflict, the Bid specifications will control.
3. Bidders MUST return two (2) signed, completed copies of the attached Response Form to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope, and marked with the firm name and address, Bid number, Bid opening date, and Bid opening time. The time of receipt will be determined by the time clock stamp in the Purchasing Department.
4. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
5. Quotations submitted may not be withdrawn for a period of 60 days immediately following the opening of this *Request for Bid*. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the Bid.
6. Sedgwick County interprets the term "lowest responsible bidder/Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the Bid, and (b) determine which Bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which Bids are received.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your Bid.
8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the *Request for Quotation* or purchase order, Sedgwick County may, by written notice, terminate the contract OR purchase order.
9. The supplier will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of General Statutes of Kansas, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the *Request for Quotation* or purchase order, if any.
13. Contracts entered into on the basis of submitted Bids are revocable if contrary to law.

14. The Bidder agrees to comply with K.S.A. 44-1030 which becomes a part of this contract, and reads as follows:
"The Bidder hereby agrees that:
- a. He/she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he/she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County;
 - d. If he/she is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County; and,
 - e. He/she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractors or vendor.
15. The vendor responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Quotation/Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.
17. If a response to this Request for Bid, the Bidder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder will be liable for the County's actual damages that exceed the amount of the surety.
18. It will be understood that time is of the essence in the Bidder's performance. The Bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any bid and any/all referencing information submitted in response to this Request for Bid/Quotation will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid/Quotation, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
22. By submission of a response, the Bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a 'Conflict of Interest'. A 'Conflict of Interest' will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive proposing among all vendors.

23. Unless specified otherwise, all items quoted are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
24. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
25. Any dispute arising out of the contract documents or their interpretation will be litigating only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
26. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Iris Baker, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 383-7494.
27. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a Bid response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-Bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of Bid sureties (bonds, certificates of insurance, etc.)

BID RESPONSE FORM
02-0078
DEMOLITION AND DEBRIS REMOVAL OF VACATED HOMES

All vendors interest in quoting must provide the following requested information in this format and return two (2) copies by 1:45 p.m., CST, Tuesday, January 21, 2003. Supplementary information may be attached if necessary to assist in evaluating bids. To facilitate completion, these pages may be scanned but must retain this format. Late bids will not be accepted and will not receive consideration for final award.

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 making a proposal 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 bid is entered; (4) they have read the complete Request for Bid and understand all provision; (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 _____

CONTACT PERSON _____

SIGNATURE _____

ADDRESS _____ CITY/ST _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

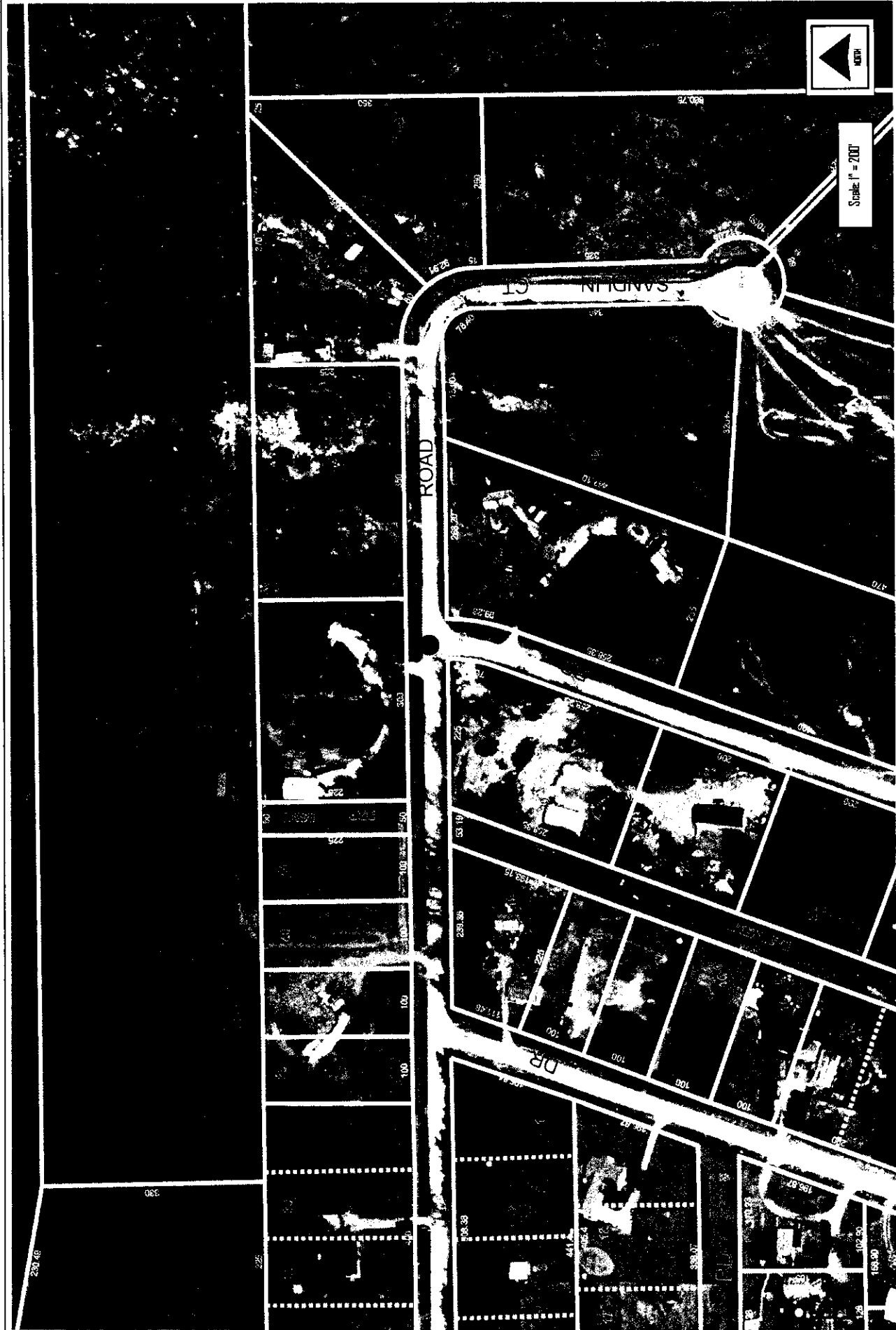
TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____
Sole Proprietorship _____ Partnership _____ Minority Business _____
Woman-Owned Business _____, Small Business _____, Manufacturer _____
Distributor _____, Retail _____, Dealer _____.

Addendum No. 1 _____, No. 2 _____, No. 3 _____, No. 4 _____

I/We, the above identified and signed offer to demolish and remove debris from identified properties as described herein per requirements and specification for a price of:

\$ _____

Bidder agrees to complete work according to bid requirements within _____ working days.



It is understood that the Sedgwick County GIS Division of Information and Operations have no indication and reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

Note: Public property represented on this map is not intended to be inclusive.

6202 E SANDHILL RD

Sedgwick County, Kansas

Sedgwick County, Kansas
 Geographic Information Services
 Division of Information and Operations





Scale: 1" = 200'

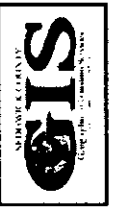
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5327 S WEST ST

Sedgwick County, Kansas

Sedgwick County, Kansas
Geographic Information Services
Division of Information and Operations





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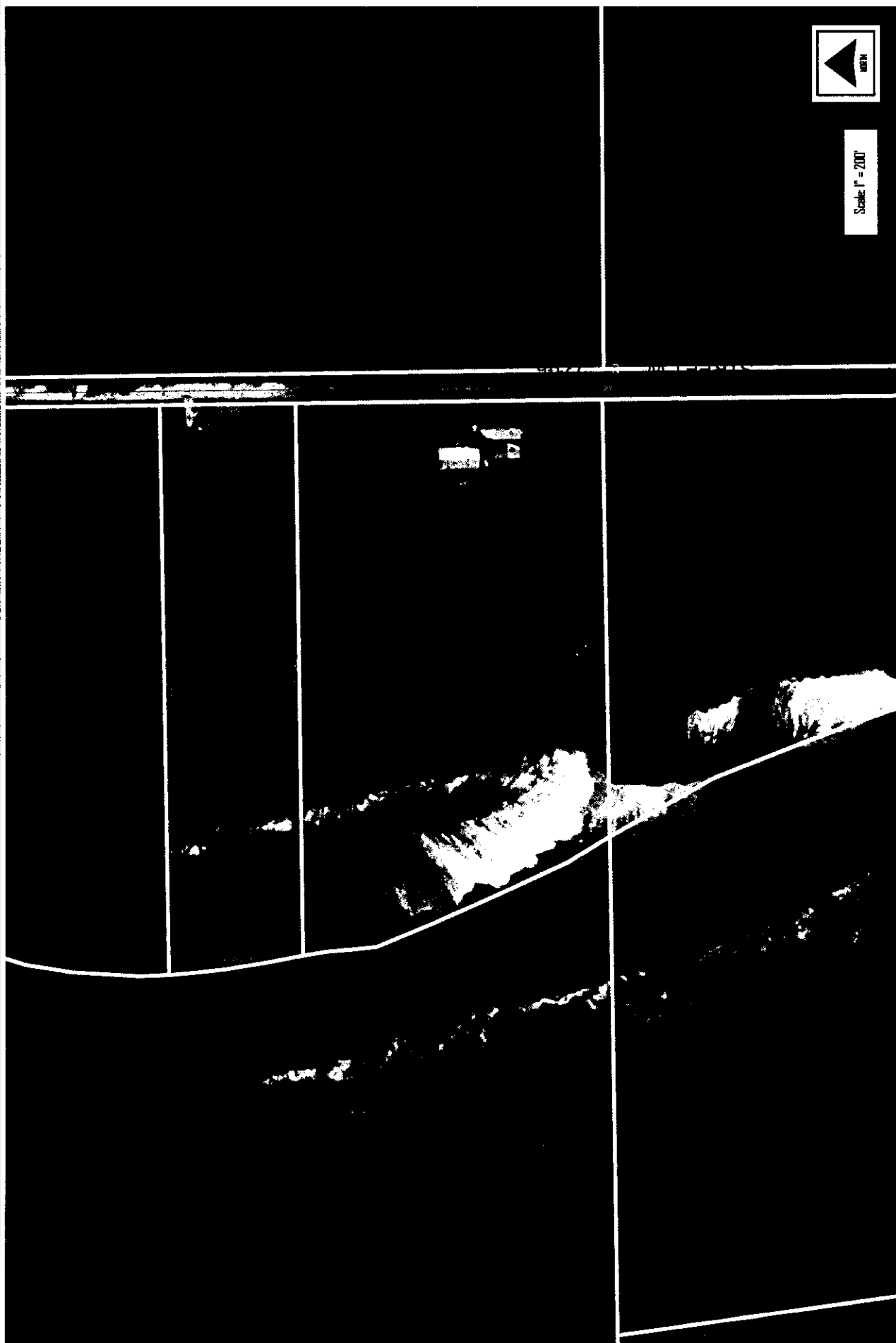
Note: Public property represented on this map is not intended to be inclusive.

12801 W 29TH ST N

Sedgwick County, Kansas

Sedgwick County, Kansas
 Geographic Information Services
 Division of Information and Operations





Scale 1" = 200'



9165 S 231ST ST W

Sedgwick County, Kansas

Sedgwick County, Kansas
 Geographic Information Services
 Division of Information and Operations



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