

SECTION 00020

REQUEST FOR PROPOSALS

04-0087

PROJECT: Sedgwick County Main Courthouse Bus Duct Replacement
525 North Main
Wichita, Kansas

- A. This contract will be awarded to a local licensed (Sedgwick County) contractor. A mandatory pre-proposal meeting will be held on December 14, 2004, 11:00 am at the Facility Maintenance Office, 1st Floor, Main Courthouse, 525 North Main. Contractors who do not have a representative present at this pre-proposal meeting will not be eligible to submit a proposal for award recommendation.
- B. Responses to this Request for Proposal will be received in the office of the Sedgwick County Purchasing Department, located in ECCO Plaza, 604 N. Main, Suite F, Wichita, KS. December 28, 2004, 1:45 pm CST. Late proposals will not be accepted and will not be considered for award recommendation.
- C. Proposals will be opened the same day, reviewed and a group of contractors selected to be interviewed for this project. The interviews will take place on December 29, 2004 from 1:00 p.m to 2:00 p.m. and on January 3, 2005 from 3:00 p.m. to 4:00 p.m. These interview meetings will generally be held in the Small Conference Room, at Facility Project Services, in the Munger Building, 538 North Main, Wichita, Kansas. Contractors to be interviewed will be contacted with a scheduled time during this period for their interview.
- D. Plan sets will be available at the following plan room:
1. Kansas Construction News
230 Laura
P.O. Box 11013
Wichita, KS 67211
Phone (316) 263-0265
- E. Following the interviews, a recommendation for award will be made to the Board of Bids and Contracts at its regular meeting January 6, 2005, 10:00 a.m. CST, generally held in the County Commission Meeting Room, Sedgwick County Courthouse, 525 North Main, third floor, Wichita, Kansas although this location could change.
- F. PROJECT SCOPE:
1. Remove and replace the existing main bus duct in the existing Sedgwick County Courthouse. Insulate all piping in the vicinity of the bus duct. Provide new cast concrete collar for a water tight and fire resistant seal at the floor penetrations at all floors.
 2. Work is to be completed on the weekend so that the regular office hours are not interrupted. Building is to remain in operation during regular operating hours.
- G. CONTRACT DOCUMENTS:
1. Complete sets of Contract documents shall be used in preparing Proposals.
 2. Neither the Owner nor the Architect/Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract documents.
 3. The Owner and Architect/Engineer, in making copies of the Contract documents available, do so only for the purpose of obtaining proposals on the Work and do not confer a license or grant for

any other use.

4. Proposals shall include furnishing all labor, materials, equipment and performing the Work in strict accordance with the Contract documents and any Addenda.
5. Contract documents may be obtained from:

Sedgwick County Facility Project Services
Munger Building, First Floor
538 North Main
Wichita, Kansas 67203
Telephone: (316) 660-9865
Fax: (316) 383-7673

H. DURING PROPOSALDING PERIOD:

1. Inquiries regarding Proposal/Selection process and documents should be directed to:

Iris Baker, Purchasing Director
ECCO Plaza
604 North Main, Suite F
Wichita, Kansas 67203
Telephone: (316) 383-7494
Fax: (316) 383-7055

2. Owner's Representatives for the duration of the project:

Steve Claassen, Facilities Manager
Facilities Maintenance
Division of Information & Operations
525 North Main, Suite 135
Wichita, KS 67203
Telephone: (316) 660-9076
Fax: (316) 383-4699

I. APPLICANT REPRESENTATION:

In order to induce the Owner to accept their Proposal, in addition to and not in lieu of any other representations and warranties contained in the Construction Documents, the Applicant represents and warrants the following to the Owner:

1. The Applicant and their sub-contractors are financially solvent and possess sufficient working capital to complete the Work and perform all obligations hereunder;
2. The Applicant is able to provide the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the Applicant's obligations hereunder;
3. The Applicant is able to complete the project and have all invoices in the county's hands no later than June 30, 2005.
4. The Applicant is now and will continue to be authorized to do business in the State of Kansas, and is now and will continue to be properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Applicant and over the Work and the Project;
5. The Proposal and execution of the Construction Documents and the performance thereunder are within the Applicant's duly authorized powers;
6. The Applicant has made an exhaustive study of the Construction Documents; understands the terms and provisions thereof; and has sought or will timely seek any and all necessary clarifications prior to submitting the cost; and that the cost is made in accordance with the

- foregoing;
7. The Applicant has visited the project and is completely familiar with the local and special conditions under which the Work is to be performed and has correlated such knowledge with the requirements of the Construction Documents;
 8. The Proposal is based upon the materials, systems and equipment described in the Construction Documents without exception.
 9. The Applicant certifies that his cost is submitted without collusion, fraud, or misrepresentation as to other Proposals, so that all costs for the project result from a free, open and competitive proposal environment.
 10. The Applicant possesses a high level of experience and expertise in the business administration, management, and superintendence of projects of the size, complexity, and nature of this particular project, and that the Applicant will perform the Work with care, skill and diligence of such a Contractor;
 11. The Applicant acknowledges that the Owner is relying upon this Applicant's skill and experience in connection with the Work being proposal herein;
 12. That complete sets of Construction Documents were used in preparing the costs and that neither the Owner nor the Architect is responsible for errors or misinterpretations resulting from the use of incomplete sets of such documents.

The foregoing warranties are in addition to, and not in lieu of (A) any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance of the Work and, (B) any and all other warranties, representations and certifications made in the Contract documents. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth herein and in the Contract Documents shall survive the final completion of the Work or the earlier termination of this Agreement.

J. **PROPOSAL GUARANTEE:**

1. Proposal Security is required in the amount of at least (5%) of the Proposal plus all add Alternates. Proposal Security can be in the form of a certified or Cashier's Check or Bid Bond acceptable to Sedgwick County. Checks are to be made payable to the Sedgwick County Clerk and drawn on a solvent Kansas bank or trust company. These checks or bonds will be retained by Sedgwick County until the purchase order has been awarded.
2. Bid Bonds shall be written by a bonding agency approved by the United States Treasury Department and licensed to do business in the State of Kansas. Bid Bonds shall be submitted on AIA Document A310, latest edition, as issued and approved by the American Institute of Architects.
3. Proposal Security will be retained by Sedgwick County Clerk until the Work for the project has been completed. In the event the successful Applicant fails to consummate an agreement, through no fault of the Owner, Proposal Security shall be retained by the Owner as liquidated damages and not as a penalty.
4. Sedgwick County reserves the right to retain the Proposal Security of the three (3) short list Applicants until the successful Applicant has entered into an agreement or until sixty (60) days after Proposal opening, whichever is the shorter period. All other Proposal Securities will be returned as soon as practicable.

- K. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate (including minority men and women-owned businesses) in the roles of general contractors and subcontractors. If your company does not fall into either of these categories, your efforts to contract with vendors who do fall into these categories are appreciated.

END OF SECTION 00020