



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
www.sedgwickcounty.org/purchasing

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 660-3330

REQUEST FOR BID
#07-0205
ELECTRICAL SERVICES

October 3, 2007

Sedgwick County, Kansas (hereinafter referred to as the "County") is requesting a bid to provide "on-call" electrical services, on an as-needed basis, for all departments within the County structure. This bid will constitute contract pricing for a period of 12 months following award, with the potential for two (2) additional one (1) year options to renew, subject to approval by Sedgwick County. This Request for Bid provides a scope of work, general description of the details of submittal requirements, and terms and conditions.

Should you elect to participate in the bid process, complete three (3) copies of the entire document and return to Sedgwick County Purchasing Department, 604 N. Main, Suite F, and Wichita, KS 67203. Bids must be received no later than **1:45 p.m. CDT, Tuesday, October 16, 2007**. Bids must be sealed in an envelope/container and marked with firm name and address, bid number, and bid open date.

Late or incomplete bids will not be accepted and will not receive considerations for final award.



Randy Temple
Purchasing Department

GOALS AND OBJECTIVE

Sedgwick County desires to contract with a vendor to provide labor, equipment, permits and fees as necessary for new/repair electrical work on an as-need basis by all departments within the County structure. The award of this bid will constitute contract pricing for a period of 12 months, with the potential for two (2) additional one (1) year options to renew, subject to approval by Sedgwick County.

MANDATORY REQUIREMENTS

The County desires the best services available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors should note that the proposed methodology/approach which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful bidder shall:

1. Provide all material and manpower within a reasonable response time. Shall respond to service request on the same day, if the request is received by 10:00 am or on the next day if the service request is received after 10:00 am.
2. Supply 24-hour emergency services, 7 days a week including holidays.
3. All work shall be done by or under the direct supervision of a licensed Journeyman or Master Electrician. Apprentices will be allowed, but a minimum of one Journeyman shall be present at all times.
4. Must adhere to all federal, state, county, and city applicable laws.
5. All work is to be completed in a timely manner. No payments will be made to the contractor until the project is satisfactorily completed. This will include paying the electrical inspection on all jobs that require an electrical permit.
6. All property, private or public, that is disturbed or affected by services provided will be restored to a condition equal to or better than existed prior to the commencement of work. Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was plated and growing. Vendor does not have to ensure growth of such seeded areas.
7. All work is to be of first class workmanship and will be required to meet all applicable building codes, ordinances and laws (including ADA).
8. Vendor must provide, in writing, the name(s) and emergency telephone number(s) of the Vendor's representative(s) to be contacted during other than normal working hours.
9. Vendor's personnel must dress and act in a professional manner.
10. Vendor must clean up the job daily and haul away debris upon completion.
11. Vendor is responsible to protect his or her personnel and others from injury on all work done for the County. An approved lock-out/tag-out program shall always be followed when working on anything with hazardous energy.
12. After any and all work has been completed, Vendor shall guarantee his or her work to be free from defects for a period of one (1) year. All electrical equipment shall be guaranteed by the manufacturer for a minimum of one (1) year.

SELECTION CRITERIA

The selection process will be based on the responses to this Request for Bid and any interviews required to verify the ability to provide services/products in response to this document. Vendors will not be reimbursed for their participation in this bid submission process.

1. Meeting all Request for Bid Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness, and comprehensiveness of the bid.
2. Provide five (5) references of past/current customers along with a brief description of the services provided.
3. Meeting all Mandatory Requirements as outlined herein.

No negotiations, decisions or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document.

CONTRACT PERIOD

A contractual period for these services will begin following award, and continue for 12 months. An extension period of up to two (2), one (1) year terms may be granted at the sole discretion of Sedgwick County at the prices proposed or negotiated with the successful firm

If through any cause, the successful vendor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful vendor violates any of the covenants, agreements or stipulations of this contract, the County will thereupon have the right to terminate this contract, by giving written notice. In the event of such termination for cause, the successful vendor will be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

QUESTIONS AND CONTACT INFORMATION

Questions regarding this document may be submitted in writing to Randy Temple, Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203; fax (316) 383-7055; or email rtemple@sedgwick.gov. Questions not of a general clarifying nature will be answered in the form of an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing.

INSURANCE

Liability insurance coverage will be considered as primary and not as excess insurance. The vendor will provide thirty (30) days written notice to the County by registered mail prior to any modification, 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 of coverage for any reason, all work under the contract will cease and will not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies or insurance should expire, or are cancelled, 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 will be named as an additional insured. The following minimum coverage is generally required of vendors providing services:

Worker's Compensation:	Per State Statute
Employer's Liability	\$100,000
Contractor's Liability Insurance	
Form of insurance will be by a Comprehensive General Liability and Comprehensive Automobile Liability.	
Bodily Injury	
Each Occurrence	\$500,000
Aggregate	\$500,000
Property Damage	
Each Occurrence	\$500,000
Aggregate	\$500,000
Personal Injury	
Each Person Aggregate	\$500,000
General Aggregate	\$500,000
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$100,000
Bodily Injury Each Occurrence	\$500,000

Property Damage Each Occurrence
XCU Coverage – Remove exclusion

\$500,000

HOLD HARMLESS

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, its elected and appointed officials, employees and volunteers and others working in behalf of the County, against any and all claims, demands, suits. Loss, including all costs connected therewith, for any damages, which may be asserted, claimed or recovered against or from the firm, by reason of personal injury, including bodily injury and death; and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

INDEMNIFICATION

The successful firm shall hold Sedgwick County harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the successful firm or failure of the successful firm to perform any work or obligation provided for in the agreement.

BID CONDITIONS

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

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) 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.
3. 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 is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return, completed copies of the entire document to the 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 clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids 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 and Best 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 the availability of service(s), part(s) material(s) and/or supply(s), maintenance and labor cost 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 Bid 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 K.S.A. 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 a 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. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
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.
 - a. 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;
 - b. 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;
 - c. 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;
 - d. 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
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
15. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
16. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the Americans with Disabilities Accessibility Guidelines (ADAAG). Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
17. Vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
18. 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 Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
19. It will be understood that the bidder's sureties and insurers are subject to the approval of the County.
20. Upon award, 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.
21. 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.

22. 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, 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.
23. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid 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.
24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid 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.
25. 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 bidding among all vendors.
26. 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.
27. Any dispute arising out of the contract documents or their interpretation will be litigated 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.
28. 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.).

5. BID CONTENT

Proposal content shall be organized in the following format:

1. Completed Proposal Response.
2. Literature and product specifications on product being proposed.
3. Itemized list of all equipment and components making up the proposed system.

MANDATORY REQUIREMENTS

QUESTIONS	YES	NO	COMMENTS
1. Provide all material and manpower within a reasonable response time.			
2. Supply 24-hour emergency services, 7 days a week including holidays.			
3. All work shall be done by or under the direct supervision of a licensed Journeyman or Master Electrician			
4. Adhere to all federal, state, county, and city applicable laws.			
5. All work is to be completed in a timely manner. No payments will be made to the contractor until the project is satisfactorily completed. This will include paying the electrical inspection on all jobs that require an electrical permit.			
6. All property, private or public, that is disturbed or affected by services provided will be restored to a condition equal to or better than existed prior to commencement of work.			
7. All work is to be of first class workmanship and will be required to meet all applicable building codes, ordinances and laws (including ADA)			
8. Provide, in writing, name and emergency number of the representative to be contacted during other-than-normal working hours.			
9. Vendor's personnel must dress and act in a professional manner.			
10. Vendor must clean up the job daily and haul away debris upon completion.			
11. Vendor is responsible to protect his or her personnel and others from injury on all work done for the County. An approved lock-out/tag-out program shall always be followed when working on anything with hazardous energy.			
12. Vendor shall guarantee his/her work to be free from defects for a period of one (1) year. All electrical equipment shall be guaranteed by the manufacturer for one (1) year.			

PRICING

	Hourly Labor Rate
Service call between 8:00 am and 5:00 pm	
Service call after 5:00 pm	
Service call on Saturdays, Sundays, or Holidays	

REQUEST FOR BID
#07-0205
ELECTRICAL SERVICES

All firms interested in bidding must provide the following requested information on these pages and return three (3) copies of the entire document, along with any supplementary materials. Responses are due NOT LATER THAN 1:45 pm CDT, October 9, 2007 Attention: Randy Temple, Purchasing Department, 604 N. Main, Suite F, and Wichita, KS 67203.

The undersigned, on behalf of the proposer, 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 proposal is entered; (4) the person has read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated and upon signing of a contract; and (6) mistakes in writing of the submitted proposal will be the responsibility of the proposer.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship ___ Partnership ___ Minority Business ___ Woman-Owned Business ___

Small Business ___

GENERAL NATURE OF BUSINESS _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

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

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

Vendor fully acknowledges that the entire document, including all requirements, objectives, and terms And conditions are accepted with this response and any exceptions are clearly delineated.

Signature _____ Title _____