



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

604 N. Main, Suite F : Wichita, KS 67203 : Telephone (316) 660-7255 : Fax (316) 383-7055

**REQUEST FOR BID  
#07-0247  
CONCRETE REPLACEMENT FOR THE  
ADULT RESIDENTIAL FACILITY COURTYARD**

November 29, 2007

Sedgwick County, Kansas (hereafter referred to as County) will accept bids for concrete replacement for the Adult Residential Facility Courtyard located at 622 E. Central, Wichita, KS 67202. It is anticipated that a purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

**A pre-bid site visit has been scheduled for Monday, December 3, 2007, beginning at 3:00 p.m. CST at the Adult Residential Facility located at 622 E. Central, Wichita, KS 67202. During this physical walk through of the area, interested contractors will need to verify field conditions and measurements for themselves.** This is not a mandatory meeting, however, this will be the only time the site will be available for viewing and staff available for discussion.

Firms interested in submitting a bid, must respond with one (1) original and three (3) copies of the attached Response Form and deliver on or before **1:45 p.m. (CST), Tuesday, December 11, 2007** to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203. Bids must be sealed in an envelope and marked with the firm's 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. Late bids will not be accepted and will not receive consideration for final award.

All questions regarding this document should be submitted in writing to Joseph Thomas, Senior Purchasing Agent at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) no later than 5:00 p.m. CST, Wednesday, December 5, 2007. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing), under online services; current RFP's to the right of the RFP number and description, by 5:00 p.m. CST, Thursday, December 6, 2007. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Joseph Thomas, C.P.M.  
Senior Purchasing Agent

## **1. OBJECTIVE**

Successful vendor will remove approximately 8,400 square feet of concrete in the courtyard of the Adult Residential Facility and replace it with roughly 7,550 square feet of new concrete. The difference is due to new landscaping and some remaining areas of concrete. **The details are contained in the attached drawing.**

## **2. MINIMUM MANDATORY SPECIFICATIONS:**

The following requirements are provided to assist bidders in preparing their bid:

1. **Sub-Grade Preparation** – The subgrade should be compacted and graded and have an even depth of 6” with a maximum variance of ½” measured from finished grade. The contractor shall water down the grade a day before pouring concrete and again prior to pouring, this will prevent water from being absorbed from the concrete mixture.
2. **Correct Concrete Mix** - A 4,000 PSI, “City Rock” mix with a .50 water-to-cement ratio or a 4” slump consistency is expected in this construction. This provides better wear-ability and a “denser” product as concrete is permeable and “wicks” moisture from beneath the slab. With the moisture come salts from the soil which can leave efflorescence on the surface. The .50 w/c mix provides a geometric reduction in this “wicking” action.
3. **Placement of Control Joints** – Spacing of control joints is critical. Make sure the joints are spaced at intervals of 15 feet or less. Joints should be at least ¼ the concrete thickness, so a 1-1/2” deep joint will be in this 6” thick project. Joints should also be spaced 2-3 times in feet the thickness of the concrete, so a 6” thick driveway should have joints no farther than 12’ – 15’ apart.
4. **Proper Drainage** – The concrete shall slope a minimum of ¼” per running foot for the first ten feet from any building wall but may rise to a nominal 1/8” if necessary to achieve drainage across the remaining length of the courtyard. It is important to note that a drainage valley exists in the undisturbed concrete area to the south of the area of new pour and that from this point all drainage runs to the west to the adjacent parking lot. Also take heed in the fact that the gated area in the southwest corner of the courtyard shall be gently crowned to drain west and southeast insuring that traffic patterns are free from ponding water.
5. **Concrete Reinforcement** – Reinforcement shall be by 10 gauge wire mesh, overlapped no less than six inches at seams. All wire shall be suspended using 3 – 4” case blocks or wire shoes at 6’ intervals to keep the reinforcement in the center of the concrete.
6. **Proper Finishing** – After concrete is bull-floated, it should be left alone until all the bleed water on top of the concrete has evaporated. Once the bleed water has evaporated a light broom finish shall be applied in a southward orientation. Starting the finishing operation too soon can trap surface water and create a weak surface.
7. **6” Monolithic Concrete Curbs** – This 6” molded curb will be used to form a 10’ square border surrounding each of three landscape beds.

## **3. BOND INFORMATION:**

A bid bond in the form of a cashier’s check or valid bond issued by a surety licensed in the State of Kansas for an amount equal to five (5) percent of the total bid amount is required with the bid. The bid bond of the successful proposer shall be retained until an acceptable contract is entered into within a reasonable time frame. Failure to enter into such contract shall be cause for forfeiture of bond.

**4. INSURANCE:**

The Contractor shall carry and maintain coverage as follows:

Workers Compensation	Applicable State Statutory
Employer’s 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
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-Owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Property Damage, Each Occurrence	\$500,000.00

**5. 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.

**6. TENTATIVE TIME LINE:**

The following dates are provided for informational purposes and are subject to change without notice. Contact Joe Thomas, Purchasing Department at (316) 660-7265 to confirm any or all dates.

- Pre-bid meeting ----- Tuesday, December 4, 2007 at 3:00 p.m. CST
- Questions Due to Purchasing -----Wednesday, December 5, 2007 at 5:00 p.m. CST
- Addendum Issued -----Thursday, December 6, 2007 at 5:00 p.m. CST
- Bids Due -----Tuesday, December 11, 2007 at 1:45 p.m. CST
- Board of Bids and Contracts -----Thursday, December 13, 2007 at 11:00 a.m. CST
- Board of County Commissioners -----Wednesday, December 19, 2007 CST

**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 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.

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 is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. The successful bidder must have appropriate licenses to perform work outlined in Bid Document.
11. 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.
12. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
13. 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.
14. 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).

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 Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. The successful vendor will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County's worker's compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of Social Security, Federal, and/or State income tax, or unemployment compensation from payments made by County to contractor.
17. 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.
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, 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 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.
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 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 bidding among all vendors.
23. 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.
24. 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.

**Bid Response Form**  
**#07-0247**  
**Concrete Replacement for the**  
**Adult Residential Facility Courtyard**

All firms interested in quoting **MUST** provide one (1) original and three (3) copies of the following requested information on these pages and return with any supplementary materials. Responses are due **NOT LATER THAN** Tuesday, December 11, 2007, 1:45 p.m. CST. Attention: Joe Thomas, Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_

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.org/purchasing](http://www.sedgwickcounty.org/purchasing) under online services; current RFP's to the right of the RFP number and description.

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 exception(s).

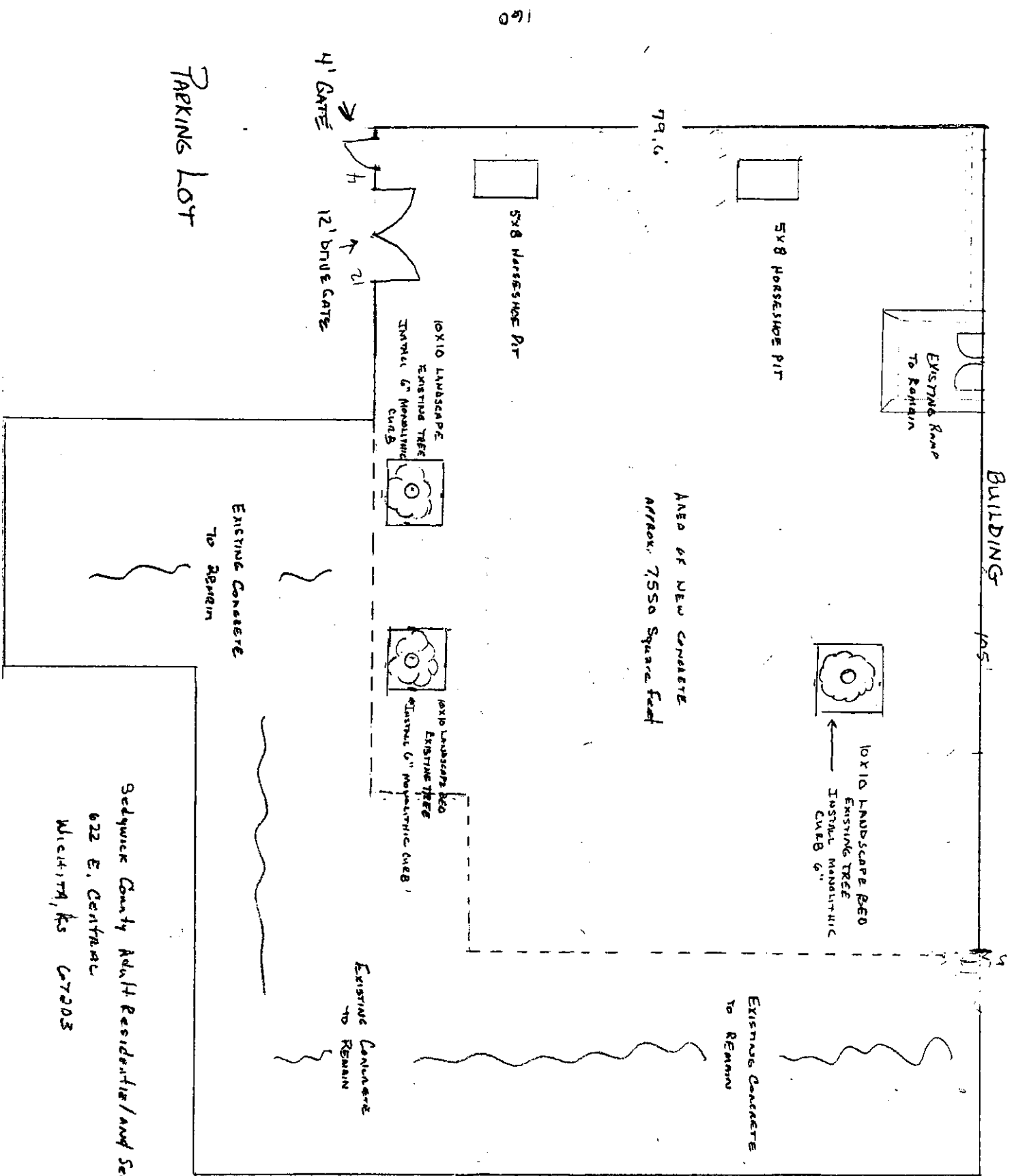
**PRICING INFORMATION:**

1. I/We \_\_\_\_\_, bid concrete replacement work as stated for a lump  
sum price of \$ \_\_\_\_\_.

**CALENDAR DAYS TO COMPLETE:** \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_



PARKING LOT

AREA OF NEW CONCRETE  
APPROX. 7550 Square Feet

EXISTING CONCRETE  
TO REMAIN

EXISTING CONCRETE  
TO REMAIN

EXISTING CONCRETE  
TO REMAIN

Sedgewick County Adult Residential and Services Center  
622 E. Central  
Wichita, KS 67203

Scale 1/4" = 1 ft



160