



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
<http://sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR BID
#16-0056
ON-CALL ELEVATOR MAINTENANCE

May 13, 2016

PURPOSE

Sedgwick County, Kansas, will be accepting bids for On-Call Elevator Maintenance. It is anticipated that an official contract or 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.

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, submit one (1) complete original and one (1) electronic copy (CD or USB) of the Bid Response Form with any supplementary materials to:

ATTN: Kara Kingsley
Sedgwick County Purchasing Department
525 N. Main St., Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m., CDT, Tuesday May 31, 2016**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., on the due date.

QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Kara Kingsley at email kara.kingsley@sedgwick.gov. Questions are due **in writing** no later than 5 p.m. on May 20, 2016. Any questions of a substantive nature will be responded to in addendum form to be sent to all vendors no later than 5 p.m. on May 24, 2016.

Kara Kingsley
Purchasing Agent

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I. COUNTY BACKGROUND

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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 provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The previous bid and vendor information can be found at:

http://www.sedgwickcounty.org/Purchasing/pdf_files/11-0085.pdf

http://www.sedgwickcounty.org/Purchasing/bid_tabs/11-0085BT.pdf

II. PURPOSE AND OBJECTIVES

The County has identified the following goals and objectives for the services described herein:

- Acquire long term comprehensive elevator maintenance and repair services.
- Acquire services with a vendor whose operators will understand the purpose of elevator maintenance.
- Acquire services with a vendor that has the experience, qualifications and ability to identify and correct potential problems.
- Acquire services with the most advantageous overall cost and methodology for the County.
- Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.

III. SCOPE OF WORK

Sedgwick County, Kansas (hereinafter referred to as "Sedgwick County" or "County"), is seeking a qualified professional or firm to provide elevator maintenance and repair services for various Sedgwick County maintained buildings. The contractor will furnish all material, labor, tools and equipment necessary to provide inspection and preventive maintenance of the elevators, on a regularly scheduled basis at intervals to be established based on use and need, as described herein.

- Adult Detention Facility at 141 W. Elm, Wichita, KS 67203
- Ark Valley at 615 N. Main, Wichita, KS 67203
- Community Corrections at 905 N. Main, Wichita, KS 67203
- EMS Administration at 1015 Stillwell, Wichita, KS 67203
- Historic Courthouse at 510 N. Main, Wichita, KS 67203
- Munger Building at 538 N. Main, Wichita, KS 67203 (shared system with Historic Courthouse)
- Juvenile Court Complex at 1700 E. Morris Wichita, KS 67211
- Juvenile Detention Facility at 700 S. Hydraulic Wichita, KS 67211
- Main Courthouse at 525 N. Main, Wichita, KS 67203
- Public Safety at 714 N. Main, Wichita, KS 67203
- Public Works at 1144 S. Seneca, Wichita, KS 67213
- Work Release at 701 W. Harry, Wichita, KS 67213
- 271 Building at 271W. 3rd St, Wichita, KS 67203

(Contract may be extended to additional locations as deemed necessary in the future)

The successful bidder shall:

1. Provide full preventive maintenance, service and repairs in accordance with manufacturer's recommendations and as indicated in the Scope of Work subsections following, in order to provide:
 - Consistent, safe and reliable operation.
 - Compliance with federal, state and local regulations.
 - Equipment longevity.

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2. Assist in planning for emergency situations.
3. Maintain written records of all work performed including time spent at each elevator, tests, diagnosis, repair, etc. Provide monthly report of services, function level and concern to County Facilities Maintenance staff.
4. Ensure that any inspection costs or other costs associated with this agreement be included in the proposed price. This shall include, but not be limited to: All maintenance, service and repairs (including parts) as described in these specifications; Annual Safety Tests, 5-year full-load safety tests, and any other testing and/or inspection needed to assure safe and proper operation of the elevators, or as directed by licensing agency. (Sedgwick County will be responsible to pay City of Wichita Office of Central Inspection the annual inspection fee.)
5. Contractor will repair any reported malfunction within 24 hours. Contractor will provide written verification of any part ordered that will delay immediate repair of any elevator. **If a single elevator facility is without use of a functioning elevator at any point during any business day, Facilities Maintenance must receive immediate notification including a detailed plan and timeline for repair.**
6. Make no alternations or additions to the equipment without prior written approval from the County.
7. Perform all maintenance adjustments, repairs and tests using first class workmanship and materials and in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks; ANSI/ASME A17.1, 2004 (with addenda) including supplements; and City of Wichita Office of Central Inspection requirements.
8. Contractor may perform all work during regular working hours, with the following exceptions;
 - A. Contractor must respond within 60-minutes, 24 hours a day, 7 days a week and without additional cost under the following circumstances; passenger entrapment, elevator emergency as determined by County Facilities Maintenance staff, inoperability of an elevator in a single elevator facility, inoperability of more than one elevator in any multi elevator facility.
 - B. Perform after-hours, any testing procedures or repairs that will significantly disrupt elevator service or be disruptive to regular business in the building such as significant noise interfering with activities such as court trials.

Included Services

Work will generally include, but is not limited to the following:

- Inspection, systematic examinations, adjustments, cleaning and lubrication to be performed at regular intervals in order to provide efficient and safe operation of cars.
- All lubricants, cleaning material, paint, cotton, etc. are to be supplied by the contractor. All lubricants shall be of the proper grade recommended by the manufacturer for the proposed use.
- Supplying, repairing and replacing of all parts of every description made necessary by wear and tear. All parts to be used shall be genuine of the same materials and chemical composition, and manufactured by the company furnishing the elevators; or of equal or better quality (only upon written approval by County).
- Contractor shall have and maintain on-hand locally, a supply of spare parts sufficient for the normal maintenance and repair of the elevators.
- Testing of all safety devices and governors, as required by the latest edition of American Standard Safety Code for Elevators and in compliance with City of Wichita Office of Central Inspection requirements; or at regular intervals not exceeding periods of one (1) year. Contractor shall promptly correct any defects that may be found in testing and examining the safety devices. Times and dates of these tests must be noted on the elevator tested by appropriate tagging method. Records and results of each test must be furnished to appropriate County point of contact each month.
- Building work items, including tear-out, replacement, refinishing, etc., to gain access to the above items and restore the elevator(s) to normal use.
- Contractor shall maintain, at all times, the original speed in feet per minute; perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes; check the

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operating system for each unit or group of units continuously; and complete necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

- Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, Contractor shall perform adjustment, repairs, and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with Owner and reviewed with him upon request.
- Contractor shall provide and maintain in each machine room, a maintenance schedule and record, a call-back and repair log, and, upon request, shall make these documents available to the Owner.
- Contractor may provide steel parts cabinets and keep in the machine room areas to provide for the orderly storage of replacement components.

Preventive Maintenance Schedule

The preventative maintenance schedule specified is considered the minimum for all equipment. If specific equipment covered by this Agreement requires additional maintenance for safe and reliable operation the Contractor shall perform the required maintenance at no additional cost to the County.

Annually:

1. Clean elevator hoist way and related equipment including rails, inductors, hoist way door hangers and tracks, relating devices, switches buffers, car tops and pit areas.
2. Perform all tests, inspections and other services as required by licensing jurisdiction.

Routine Services:

Each elevator shall be examined and maintained in accordance with the following frequency as a minimum. If manufacturer's recommendations or specific equipment needs dictate more frequent maintenance, the contractor must provide the added maintenance at no additional cost:

<u>Equipment</u>	<u>Minimum Service Frequency</u>
Hydraulic Elevators	Monthly
Geared Elevators	Monthly
Gearless Elevators	Monthly

Minimum time on job site:

Contractor shall furnish a qualified elevator mechanic on the job site for performance of examinations and preventive maintenance. Said elevator mechanic shall provide preventive maintenance at the job site a minimum of one (1) hour per month for each elevator.

Microprocessors and Reprogramming

- Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for all microprocessor equipment.
- Contractor shall have full capabilities to reprogram or change the program or operating parameters of the elevator microprocessor.
- Contractor's service technicians shall have local access to diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions of equipment. It has been determined that all of the tools for the elevators located in County facilities have tools that are accessible to other companies. Please state in your response document, as an exception, if you do not intend to have certain equipment available.
- All diagnostic equipment shall be kept up-to-date including calibration, firmware, software, etc.
- All diagnostic equipment, microprocessor printed circuit boards, solid state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only, unless approved as equal in writing by County.

Extent of Coverage

Contractor shall be responsible for regular, systematic execution of the work items included in this Agreement.

The work to be performed by Contractor consists of furnishing all parts, materials, labor, supervision, tools, supplies, and equipment necessary to provide full maintenance service, including all inspections, adjustments, tests, parts replacement, and repairs to keep the elevators covered under this Agreement in continuous use at their established capacity and efficiency for their intended purpose. Elevators shall be maintained in first-class operating condition to meet the initial performance ability. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks; ANSI/ASME A17.1, 2004 with addenda, including supplements.

The scheduling, frequency, and performance of the maintenance service procedures specified above shall be carried out in accordance with the manufacturer's established procedures.

- Periodically clean all elevator machine rooms, secondary areas, elevator hoist ways, and pit areas.
- Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times.
- Annually check the group dispatching systems and complete necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed.
- Regularly and systematically examine, service, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:
 - a) Controllers, selectors, relays, solid-state components, transducers, amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes; and mechanical and electrical driving equipment.
 - b) Door operators, door restrictors, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs.
 - c) Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
 - d) Elevator machines, hoist equipment, worms, gears, bearings, thrust bearings, drive sheaves, shaft bearings, brake components, pulleys, brake coils, contacts linings and component parts, jacks / hydraulic cylinders and pumps.
 - e) Hoisting motors, other motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
 - f) Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
 - g) Interlocks and door closers / door operators.
 - h) Car and counterweight buffers.
 - i) Counterweight safeties.
 - j) Limit, landing and slowdown switches.
 - k) Door protective devices and alarm bells.
 - l) All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels and all other signals, signal lamps, passing gongs, and accessory facilities furnished and installed as part of the whole equipment.
 - m) Car and corridor operating push buttons and indicator lamps.
 - n) Key switches.
 - o) Load weighing equipment.
 - p) Traveling cables.
 - q) Repair or replace conductor cables and hoist way and machine-room elevator wiring.

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- r) Microprocessors (except remote units not integral to the normal operation of the equipment).
- s) Emergency lighting.
- t) Cab emergency communication devices, including the devices themselves, programming of the devices, and other repairs required to keep the devices operating properly to the Owner's connection in the machine room.
- u) Furnish lubricants compounded to the manufacturer's specifications.
- v) Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.
- w) Conduct 5-year safety tests and other safety (full-load) tests as required by City of Wichita Office of Central Inspection.
- x) Biannual testing of the Fireman's Emergency Service operation will be performed to assure proper operation of the system.
- y) All other services necessary for safe and reliable operation.

Traction Elevators

The conditions of the entire basic Agreement as to service, coverage, term, personnel, etc., apply to geared or traction elevators, and the following provisions are added:

Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

- Elevator Machines - Geared/Gearless
- Motor Generators
- Variable Frequency Drive Equipment
- Controllers, Selectors, Dispatcher, and Relay Panels
- Machine Brakes and Brake Pulleys
- And Parts thereof, including -
 - a) Hoisting Motors
 - b) Selector Motors, Exciter and Regulator
 - c) Worms, Gears, and thrusts
 - d) Bearings
 - e) Rotating Elements
 - f) Brake Magnet Coils
 - g) Brushes, Brush Holders, and Commutators
 - h) Brake Shoes, Linings, and Pines
 - i) Windings and Coils
 - j) Contacts, Relays and Timers
 - k) Resistors and Transformers
 - l) Solid State Devices
 - m) Deflector, Secondary and all other Sheaves, Shafters, Bearings, and Assemblies
 - n) Automatic Power Door Operators, Landing and Car Door Hangers, Landing and Car Door Contacts, Door Protective Devices, Hoist way Door Interlocks, Bottom Door Guides, Manual Door Closers, and Auxiliary Door Closing Devices
- Periodically equalize the tension in all hoist way ropes.
- Shorten hoist ropes as needed due to rope stretching.
- Replace all wire ropes and fastenings, when conditions warrant.
- Examine, and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves and compensating sheaves.
- Keep guide rails properly lubricated, except where roller guides are used.
- Replace guide shoe gibs or rollers when conditions warrant providing smooth and quiet operation.
- Keep roller gibs lubricated as appropriate.
- Periodically drain the gear case, flushing to remove sediment and grit, and refill with new gear oil.

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Hydraulic Elevators

The conditions of the entire basic Agreement form as to service, coverage, term, personnel, etc., apply to hydraulic elevators, and the following provisions are added:

- Maintenance, repairing, and replacing items as follows are the responsibility of the Contractor:
 - a) Conduct annual relief pressure / bypass test.
 - b) Power plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories;
 - c) entire controller and motor starter, including accessories;
 - d) Entire "jack unit" including everything except items specifically excluded;
 - e) All electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches, and hoist way outlets.
 - f) All piping, fittings, and accessories, such as vibration dampers, silencers, etc., between the pumping plant and the jack unit. (Underground piping not included.)
 - g) All heating or cooling elements, facilities, insulation, and accessories for controlling the oil temperature.
 - h) Hydraulic fluid.
 - i) Overflow containers.
 - j) Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoist way door interlocks, bottom door guides, manual door closers, and auxiliary door closing devices.
 - k) Conduct a yearly relief valve test and cylinder leakage test on all hydraulic elevators in accordance with Section 1001 ANSI/ASME A17.1, 2004 (with addenda) Code.
 - l) All other miscellaneous equipment, materials, solid state components, etc., not mentioned above.

Wiring Diagrams, Instruction Manuals, etc.

The Owner agrees to furnish to the Contractor, to the extent available, for the Contractor's use for as long as this Agreement shall remain in effect, a complete set of electrical wiring diagrams for all of the equipment covered by this Agreement, together with all additional helpful information, such as instruction manuals, lubrication charts, etc., that are available to the Owner from the manufacturers, at no cost.

Contractor shall protect and maintain the above materials and shall, on discontinuance of this Agreement, return the documents in first-class condition to County.

Scope of Work Excluded Services

The following items will not be the responsibility of Contractor, except when damage is the result of Contractor's activities:

1. Contractor shall not, in any event, be responsible for any loss or damage resulting from actions by others regarding the overloading and/or misloading of elevator or other device covered by this Agreement and its rated capacity or operation of said equipment, or for any loss, damage, detention, delay, or for any failure to perform resulting from accidents, strikes, lock-outs, fire, explosions, water, flood, wind, malicious mischief, war, acts of civil or military authority, insurrection, riot, act of God, or any consequential damage; unless such items were damaged by Contractor.
2. Repairs required because of negligence, accident, or misuse of the equipment by anyone other than Contractor, employees, sub-contractors, servants or agents; or other causes beyond the Contractor's control.
3. Repair or replacement building items, such as hoist way or machine room walls and floor, car enclosures, car finish floor material, hoist way entrance frames, doors and sills, telephone equipment (except emergency communication devices) and signal fixture face plates

4. Mainline and auxiliary disconnect switches to the elevator equipment room.
5. Lamps for car and machine room illuminations. (Clarification: All car indicator and hallway indicator lamps; car-top and bottom lighting; and shaft lighting are the responsibility of Contractor.)
6. Vandalism or similar damage not caused by Contractor.
7. Damage from water such as roof or water line leaks.
8. Equipment room climate control.
9. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, car lighting fixtures, reflectors, and drop ceilings, and, if necessary, refinishing, repairing, or replacing these items.
10. Car fan, hoist way enclosure, door frames, sills, finished flooring, power feeder switches and their wiring and fusing, car light diffusers, light tubes or bulbs, smoke or heat sensors.
11. Installation of new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different (unless Contractor did not comply with then-current regulations while doing work requiring such items).
12. Cleaning of car interior and exposed sills.
13. Buried pipes and hydraulic cylinders.

IV. MINIMUM 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 Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
5. Municipal and County government experience is desired, however, the County will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFB.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform three (3) jobs simultaneously, safely and efficiently.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

V. SELECTION CRITERIA

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

VI. CONTRACT PERIOD AND PAYMENT TERMS

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years, with two (2) one-year options to renew.

Either party 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.

Payments for all specified service(s) and/or product(s) to the successful Vendor can be made with the following criteria taken into consideration:

- Successful completion of delivery of the service(s) or products(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of a detailed invoice, emailed to ap_invoices@sedgwick.gov or faxed to (316) 941-5127. All payment and invoice and provisions can be found at:

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

VII. TENTATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Kara Kingsley, kara.kingsley@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Proposal to interested parties	May 13, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	May 20, 2016
Addendum Issued by 5:00 p.m. CDT	May 24, 2016
Sealed Proposal due before 1:45pm CDT	May 31, 2016
Evaluation Period	May 31, 2016-June 9, 2106
Board of Bids and Contracts Recommendation	June 9, 2106
Board of County Commission Award	June 15, 2016

VIII. INSURANCE REQUIREMENTS

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. 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 Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Worker’s Compensation:	
Applicable State Statutory Employer’s Liability	
Employer’s Liability Insurance:	\$100,000.00
Contractor’s Liability Insurance:	
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	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability (if required)	

IX. 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.

X. CONFIDENTIAL MATTERS AND DATA OWNERSHIP

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, 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 proposer 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 proposer 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 Proposal is the property of Sedgwick County.

XI. REQUEST FOR BID CONDITIONS

All times indicated in this solicitation document are central standard/central daylight as applicable. In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf_files/Bid%20Terms%20%20Conditions.pdf

XII. GENERAL CONTRACT PROVISIONS

In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

PRICING INFORMATION

Vendors shall provide information/specifications on all items bid. Please see pages 3 and 4 for all specifications. The County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets our required needs, quality levels and budget constraints.

	Monthly	Annual
1. Adult Detention Facility	\$	\$
2. Ark Valley	\$	\$
3. Community Corrections	\$	\$
4. EMS Administration	\$	\$
5. Historic Courthouse	\$	\$
6. Munger Building		
7. Juvenile Court Complex	\$	\$
8. Juvenile Detention Facility	\$	\$
9. Main Courthouse	\$	\$
10. Public Safety	\$	\$
11. Public Works	\$	\$
12. Work Release	\$	\$
13. 271 Building	\$	\$
Total	\$	\$

BID RESPONSE FORM

#16-0056

ON-CALL ELEVATOR 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

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

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/finance/purchasing.asp .

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

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 #: _____

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 _____

RFB #16-0056

Sedgwick County... Working for you