

# 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://www.sedgwickcounty.org/finance/purchasing.asp

## REQUEST FOR BID 16-0070 EXTERIOR PAINT at 271 W. 3rd

July 12, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking bids to have the exterior of the county owned building at 271 W. 3<sup>rd</sup> painted. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid.

Sincerely,

Kim Evans Purchasing Agent

Kumbuly Evans

## **Table of Contents**

- I. Purpose
- II. <u>Submittals</u>
- III. Scope of Work
- IV. Sedgwick County's Responsibilities
- V. <u>Bid Terms</u>
  - A. Questions and Contact Information
  - **B.** Minimum Firm Qualifications
  - **C.** Selection Criteria
  - **D.** Request for Bid Timeline
  - **E.** Contract Period and Payment Terms
  - F. Insurance Requirements
  - **G.** Indemnification
  - H. Confidential Matters and Data Ownership
  - I. Bid Conditions
- VI. Required Response Content
- VII. Response Form

**END OF SECTION** 

## I. Purpose

Sedgwick County, located in south-central Kansas, is one of 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 hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for exterior painting of the county owned building located at 271 W. 3<sup>rd</sup>. This work will need to be **completed by September 18, 2016**. This work will include **liquidated damages of \$400.00 per day after the required completion date.** 

## II. 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) original of the entire document with any supplementary materials to:

Kim Evans Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, July 26 2016**. Responses MUST be <u>sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date</u>. 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. CDT, on the due date.

## III. Scope of Work

Elevation drawings are attached at the end of this document for review.

## **EXTERIOR PAINTING**

## **PART 1 - GENERAL**

## 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Paint exterior hollow metal doors and frames at 1<sup>st</sup> floor and exterior metal cover panels above 1<sup>st</sup> floor windows at exterior corners of building.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, zinc, and lead.
  - 5. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
  - 6. Exterior insulation and finish system (EIFS).
  - 7. Glass.

## 1.02 RELATED REQUIREMENTS

A. 09 97 23 Concrete and Masonry Coatings.

## 1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D4258 Standard Practice for Surface Cleaning Concrete for Coating; 2005 (Reapproved 2012).

- C. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- D. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; current edition, www.paintinfo.com.
- E. SSPC V1 (PM1) Good Painting Practice: Painting Manual, Volume 1; Society for Protective Coatings; Fourth Edition.
- F. SSPC V2 (PM2) Systems and Specifications: Steel Structures Painting Manual, Volume 2; Fourth Edition.
- G. SSPC-SP 1 Solvent Cleaning; 2015.
- H. SSPC-SP 2 Hand Tool Cleaning; 1982 (Ed. 2004).
- I. SSPC-SP 3 Power Tool Cleaning; 1982 (Ed. 2004).
- J. SSPC-SP 6 Commercial Blast Cleaning; Society for Protective Coatings; 2007.
- K. SSPC-SP 13 Surface Preparation of Concrete; Society for Protective Coatings; 2003 (Reaffirmed 2015).

#### 1.04 SUBMITTALS

- A. Product Data: Provide complete list of products to be used, with the following information for each:
- 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
- 2. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- 1. Color schedules will be furnished to Contractor, by Owner, before application of prime coats.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.

## 1.05 OUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience.

## **1.06 MOCK-UP**

- A. Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- B. Locate where directed by Owner.
- C. Final approval of color selections will be based on benchmark samples.
- 1. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by at no added cost to Owner.
- E. Mock-up may remain as part of the work.

## 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

## 1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

#### CONTINUED ON NEXT PAGE

#### **PART 2 - PRODUCTS**

## 2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer.
- B. Paint "Series" are intended to specify type and quality of a paint line which includes white and tint bases. Contractor shall use proper base for color(s) selected including accent colors.
- C. Paints:
- 1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
- 2. Other acceptable manufacturers equal first line products may be submitted after bidding and shall be subject to SJCF approval:
- 3. Benjamin Moore & Co: www.benjaminmoore.com.
- 4. Glidden Professional, a product of PPG Architectural Coatings: www.gliddenprofessional.com.
- 5. Tnemec Inc.: www.tnemec.com.
- 6. PPG Porter Paints: www.ppgporterpaints.com.
- 7. Coronado Paint: www.coronadopaint.com.
- D. Primer Sealers: Same manufacturer as top coats.
- E. Substitutions: See Section 01 60 00 Product Requirements.

#### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
- 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
- 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
- 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
- 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
- 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
- a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
- 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Colors: To be selected from manufacturer's full range of available colors.
- 1. Selection to be made by Owner after award of contract.

## 2.03 PAINT SYSTEMS - EXTERIOR

- A. Ferrous Metal
- 1. Preparation: Remove rust, clean with denatured alcohol or simple green. Mineral spirits are not to be used.
- 2. Primer Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series (5-10 mils wet, 2-4 mils dry).
- 3. First Coat: S-W Pro Industrial Zero VOC Acrylic Gloss, B66-600 Series.
- 4. Final Coat: S-W Pro Industrial Zero VOC Acrylic Gloss, B66-600 Series (6 mils wet, 2.5 mils dry per coat).
- B. Galvanized Metal and Aluminum
- 1. Preparation: Clean with denatured alcohol or simple green. Mineral spirits are not to be used.
- 2. First Coat: S-W A-100 Exterior Latex Gloss, A8W100 Series.
- 3. Final Coat: S-W A-100 Exterior Latex Gloss, A8W100 Series (4 mils wet, 1.3 mils dry per coat).

## 2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

#### CONTINUED ON NEXT PAGE

## **PART 3 - EXECUTION**

## 3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Loose dirt, foreign matter, brushed or scraped off, leaving surface clean and dry before painting.
- C. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- D. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- E. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.
- F. Test shop-applied primer for compatibility with subsequent cover materials.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Preparation of previously painted surfaces:
- 1. Loose surface materials scrape and brush well. Sand surface feathering edges.
- 2. Oily films, clean with thinner and/or as specified for mildew.
- 3. Dull high gloss surfaces.
- 4. Remove wax with commercial stripping product.
- 5. Rust and corrosion sand or brush to clean metal.
- 6. Apply primer to repaired or bare areas and finish as specified in paint systems. Apply only finish coat on solid painted surfaces.
- 7. Paint entire surface from interior corner to interior corner where remodeling work causes patching or revision in the painted surfaces.
- E. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- F. Seal surfaces that might cause bleed through or staining of topcoat.
- G. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- H. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- I. Galvanized Surfaces:
- 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- 2. Prepare surface according to SSPC-SP 2.
- J. Ferrous Metal:
- 1. Solvent clean according to SSPC-SP1.
- 2. Remove rust, loose mill scale, and other foreign substances using using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.

#### 3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Unless specified otherwise, apply paint with brush, spray, or roller as recommended by manufacturer to recommended thickness minimum. Use a spray or roller application on hollow metal doors and frames for a brushless finish.
- C. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- D. Apply products in accordance with manufacturer's written instructions.
- E. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- F. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- G. Apply each coat to uniform appearance.
- 1. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

- H. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- I. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance at no cost to Owner.
- J. Sand metal surfaces lightly between coats to achieve required finish.
- K. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- L. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- M. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces

#### 3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Provide all necessary procedures, care and scheduling to insure that adjacent property is not damaged in any way from activities associated with the work of this contract.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.
- C. Touch-up damaged finishes after Substantial Completion.

## 3.06 COLOR SCHEDULE

A. Field Paint: Color will be selected from manufacturer's standard colors, from a neutral range.

## **END OF SECTION**

## **CONCRETE AND MASONRY COATINGS**

## **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

A. High build, moisture resistant textured concrete and EIFS coatings for application at existing precast concrete panels and EIFS wall, soffit and column surfaces.

## 1.02 REFERENCE STANDARDS

- A. ASTM D2243 Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings; 1995 (Reapproved 2008).
- B. ASTM D6904 Standard Practice for Resistance to Wind-Driven Rain for Exterior Coatings Applied on Masonry; 2003 (Reapproved 2013).
- C. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- D. SSPC-SP 2 Hand Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).
- E. SSPC-SP 3 Power Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).
- F. SSPC-SP 6 Commercial Blast Cleaning; Society for Protective Coatings; 2007.
- G. SSPC-SP 7 Brush-Off Blast Cleaning; Society for Protective Coatings; 2007.

#### 1.03 SUBMITTALS

- A. Product Data: Provide data indicating coating materials.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- 1. Color schedules will be furnished to Contractor, by Owner, before application of prime coats.
- C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

## 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years experience.

## 1.05 **MOCK-UP**

7

- A. Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- B. Locate where directed.
- C. Final approval of color selections will be based on benchmark samples.
- 1. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected at no added cost to Owner.
- D. Mock-up may remain as part of the Work.

## 1.06 FIELD CONDITIONS

- A. Do not install materials when temperature is below 55 degrees F (13 degrees C) or above 90 degrees F (32 degrees C).
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Restrict traffic from area where coating is being applied or is curing.

#### 1.07 WARRANTY

A. Correct defective Work within a five year period after Date of Substantial Completion.

## **PART 2 - PRODUCTS**

## 2.01 MANUFACTURERS

- A. Concrete and Masonry Coatings:
- 1. Sherwin-Williams Company: www.sherwin-williams.com.

#### 2.02 MATERIALS

- A. Coatings General: Provide complete systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated.
- B. High Build, Water Based Textured Coating System for EIFS and Concrete: acrylic terpolymer (elastomeric) top coats, texture surface where indicated.
- 1. Stated by manufacturer as suitable for masonry and concrete surfaces cured 7 days, minimum.
- 2. Freeze Thaw Resistance: Passing, when tested according to ASTM D2243 for 50 cycles.
- 3. Color: To be selected by SJCF from manufacturer's standard range, from a neutral range of colors.
- 4. Texture: To be selected by SJCF from manufacturer's standard range.
- 5. Concrete and EIFS Surfaces.
- a. First Coat: S-W Sherlastic Elastomeric Masonry Coating, A5-600 Series (16.0 mils wet, 7.5 mils dry per coat).
- b. Second Coat: S-W Sherlastic Elastomeric Masonry Coating, A5-600 Series (16.0 mils wet, 7.5 mils dry per coat).

## **PART 3 - EXECUTION**

## 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Cementitious Substrates: Do not begin application until substrate has cured 7 days minimum and measured moisture content is not greater than 15 percent.

## 3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings.
- C. Existing Painted and Sealed Surfaces:
- 1. Power wash to remove chalking, dirt or other residue to meet manufacturer's requirements for surface preparation.
- D. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage. Such surfaces include but are not limited to sidewalks, paving, glass, aluminum, parapet caps, louvers, landscaping, etc.

## 3.03 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

#### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.

C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

## 3.05 PROTECTION

- A. Provide all necessary procedures, care and scheduling to insure that adjacent property is not damaged in any way from activities associated with the work of this contract.
- B. Protect finished work from damage.

## IV. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

#### V. Bid Terms

## A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kim Evans at <u>Kimberly.j.evans@sedgwick.gov</u> by 5:00 p.m. CDT July 15, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>www.sedgwickcounty.org/finance/purchasing.asp</u>, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT July 19, 2016. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

## B. 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 Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Bidders shall:

- 1. Have proper certification(s) or license(s) for the services/product specified in this document.
- 2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
- 3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
- 4. Provide appropriate project supervision and quality control procedures.
- 5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*
- 6. Ballots furnished under the contract shall be of good quality, free from faults, defects and in conformance with the contract and applicable state law. The printer shall not change specifications submitted by Sedgwick County without prior approval in writing from the Election Commissioner. All ballots not conforming to these requirements will be considered defective.

#### C. Selection Criteria

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

#### D. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

| Distribution of Request for Bid to interested parties                          | July 12, 2016          |
|--|------------------------|
| Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT | July 15, 2016          |
| Addendum Issued  | July 19, 2016          |
| Sealed Bid due before 1:45pm CDT   | July 26, 2016          |
| Evaluation Period  | July 27-August 3, 2016 |
| Board of Bids and Contracts Recommendation                                     | August 4, 2016         |
| Board of County Commission Award   | August 10, 201         |

#### E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) throughout the duration of the project.

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.

## Payment and Invoice Provisions

http://www.sedgwickcounty.org/purchasing/payment\_and\_invoice\_provisions.pdf

#### F. <u>Insurance Requirements</u>

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.

| \$100,000.00 |
|--------------|
|              |
|              |
| \$500,000.00 |
| \$500,000.00 |
|              |
|              |
| \$500,000.00 |
| \$500,000.00 |
|              |
| \$500,000.00 |
| \$500,000.00 |
|              |
| \$500,000.00 |
| \$500,000.00 |
|              |
|              |
|              |
|              |

## G. 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.

## H. 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 bid, 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 Bid is the property of Sedgwick County.

## I. <u>Bid Conditions</u>

http://www.sedgwickcounty.org/purchasing/pdf files/Bid%20Terms%20%20Conditions.pdf

**General Contract Provisions** 

http://www.sedgwickcounty.org/purchasing/pdf\_files/General%20Contractual%20Provisions.pdf

**Mandatory Contract Provisions** 

http://www.sedgwickcounty.org/purchasing/pdf files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf files/Sample%20Contract.pdf

## **VI.** Required Response Content

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Lump sum base bid stated on pricing form (last page).

## REQUEST FOR BID 16-0070 EXTERIOR PAINT @ 271 W. 3rd

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.

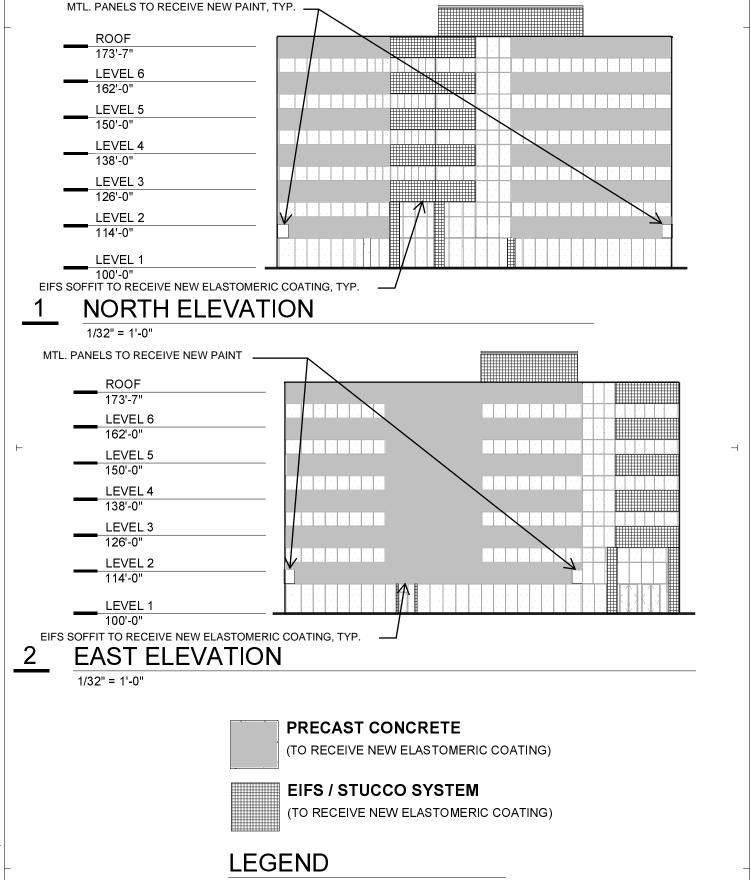
| NAME  |                                       |                           |      | _  |
|---|---------------------------------------|---------------------------|------|----|
| DBA/SAME  |                                       |                           | -    |    |
| CONTACT   |                                       |                           |      |    |
| ADDRESS   | CITY/STATE _                          | ZIP                       |      |    |
| PHONE FAX   |                                       | HOURS                     |      |    |
| STATE OF INCORPORATION or ORGANIZATION $\_$   | · · · · · · · · · · · · · · · · · · · |                           |      |    |
| COMPANY WEBSITE ADDRESS   | E-MAIL                                |                           |      |    |
| NUMBER OF LOCATIONSNUMBER   | R OF PERSONS EMP                      | LOYED                     | -    |    |
| 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: (Specif                     | fy Below)                 |      |    |
| African American (05) Asian Pacific (10) Subcont  | inent Asian (15) His                  | spanic (20)               |      |    |
| Native American (25) Other (30) - Please specify  |                                       |                           |      |    |
| Not a Woman-Owned Business: Woman-Owned Bu  | usiness: (Specify                     | Below)                    |      |    |
| Not Minority -Woman Owned (50) African American-V   | Woman Owned (55)                      |                           |      |    |
| Asian Pacific-Woman Owned (60)Subcontinent Asian-   | Woman Owned (65)l                     | Hispanic Woman Owned (70) |      |    |
| Native American-Woman Owned (75)Other – Woman O   | Owned (80) – Please spe               | ecify                     |      |    |
| ARE YOU REGISTERED TO DO BUSINESS IN THE S  | TATE OF KS:                           | No                        |      |    |
| INSURANCE REGISTERED IN THE STATE OF KS W   | ITH MINIMUM BEST                      | Γ RATING OF A-VIII:       | _Yes | No |
| ☐ Yes, I would like to be on the emergency vendor l ☐ No, I would not like to be on the emergency vendor After Hours Phone #: Em After Hours Fax #: | or list.                              | e:                        | _    |    |

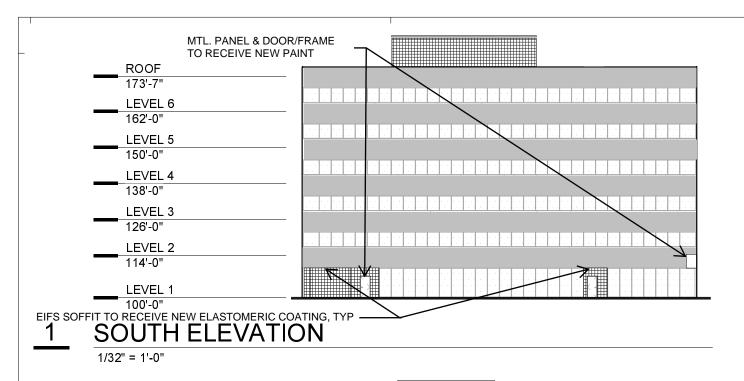
CONTINUED ON NEXT PAGE

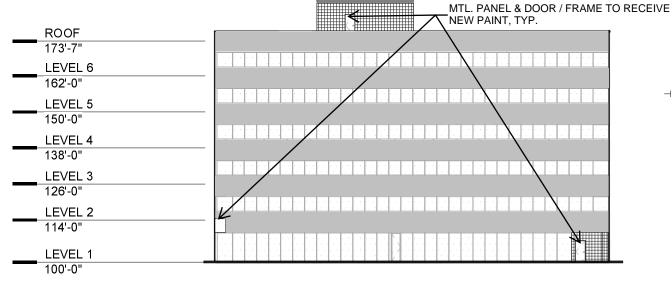
## VIII. Response Form (2 of 2)

|   |             |               | 5 " (                     |             |                       | •                |           |
|---|-------------|---------------|---------------------------|-------------|-----------------------|------------------|-----------|
|   |             |               | Dollars (                 | \$          |                       | ).               |           |
| work will need to be day after the requir                       |             |               | e <b>r 18, 2016</b> . Thi | s work will | include <b>liquic</b> | lated damages of | \$400.0   |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
|   |             |               |                           |             |                       |                  |           |
| <b>KNOWLEDGE REC</b> or's responsibility to v.sedgwickcounty.or | check and c | onfirm all ad | dendum(s) relate          |             |                       |                  | it is the |

16-0070 Sedgwick County....Working for You







# WEST ELEVATION

1/32" = 1'-0"



## PRECAST CONCRETE

(TO RECEIVE NEW ELASTOMERIC COATING)



## **EIFS / STUCCO SYSTEM**

(TO RECEIVE NEW ELASTOMERIC COATING)

# **LEGEND**