



**SEDGWICK COUNTY, KANSAS**

**FINANCE DEPARTMENT**

**DIVISION OF PURCHASING**

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**

**#17-0037**

**FIRE SMOKE DAMPER REPAIR FOR ADULT DETENTION FACILITY**

April 14, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Fire Smoke Damper Repair for the Adult Detention Facility and establish contract pricing for on-call fire damper repair for (3) three years with (2) two (1) one year options to renew. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than May 9, 2017 1:45pm CDT.

**All contact concerning this solicitation shall be made through the Division of Purchasing.** Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

**A pre-bid meeting will be held on Friday April 21, 2017 at 1:30 p.m. CDT at:**

**Sedgwick County Adult Detention Facility**

**141 W. Elm**

**Wichita, Kansas 67203**

**Please meet in the lobby of the detention facility**

Sincerely,

A handwritten signature in black ink that reads "Kristen McGovern". The signature is written in a cursive, flowing style.

Kristen McGovern

Senior Purchasing Agent

17-0037

*Sedgwick County.... Working for You*

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## **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 Fire Smoke Damper Repair at the Adult Detention Facility and to establish contract pricing for an On-Call contract in accordance with the specifications outlined, for Sedgwick County Operations Support Services.**

## **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 **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kristen McGovern  
Sedgwick County Division of Purchasing  
525 N. Main, Suite 823  
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, May 9, 2017.** 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. CDT, on the due date.

## **III. Scope of Work**

This proposal is for the replacement of 258 fire smoke damper actuators at the Sedgwick County Adult Detention Facility. The county will be responsible to allow access to all fire smoke damper actuators. Current damper actuators are SCALDF and must be replaced with the same or equivalent. Working hours will be Monday – Friday 8am to 5pm. Hourly rates must be established for this RFB. Cost plus percent in lieu of unforeseen repair and materials must be submitted for this Bid. Specific warranty information is required. The county will provide drawings of the facility and a detailed report identifying the failed actuators. The drawings will only be made available at the Division of Purchasing. A sign up sheet will be available at the Pre Bid meeting to schedule day and times for all vendors wanting to view the drawings. All staff will wear company uniform and ID badge for identification purposes. Staff shall not maintain on their person at any time during service of this contract any contraband defined in Appendix A and submit an application for access, also located in Appendix A. Background checks will be conducted on all employees by the Sedgwick County Sheriff's Office.

## **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 Kristen McGovern at [Kristen.McGovern@sedgwick.gov](mailto:Kristen.McGovern@sedgwick.gov) by 5:00 p.m. CDT April 25, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at

[www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT April 28, 2017. 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.*

**C. [Evaluation 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 Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	<b>April 14, 2017</b>
Pre Bid Meeting Adult Detention Facility 141 W Elm Wichita, KS 67203 at 1:30 p.m.	<b>April 21, 2017</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	<b>April 25, 2017</b>
Addendum Issued	<b>April 28, 2017</b>
Sealed Bid due before 1:45pm CDT	<b>May 9, 2017</b>
Evaluation Period	<b>May 10 – May 17 2017</b>
Board of Bids and Contracts Recommendation	<b>May 18, 2017</b>
Board of County Commission Award	<b>May 24, 2017</b>

**E. [Contract Period and Payment Terms](#)**

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for (3) three years with (2) two (1) one year options to renew.

Either party may cancel its obligations herein upon 30 days 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 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](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

**F. [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 prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until 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.

**Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

**Commercial General Liability Insurance:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

**Personal Injury:**

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

**Automobile Liability:**

Combined single limit \$500,000.00

**Professional Liability**

**If required**

***Special Risks or Circumstances:***

***Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.***

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. Bid Conditions

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Bid%20Terms%20%20Conditions.pdf](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](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](http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf)

Sample Contract

[http://www.sedgwickcounty.org/purchasing/pdf\\_files/Sample%20Contract.pdf](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. Completed and signed Bid Response Form.
3. Completed Pricing Template.
4. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

**REQUEST FOR BID**

**#17-0037**

**FIRE SMOKE DAMPER REPAIR ADULT DETENTION FACILITY**

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

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 #:** \_\_\_\_\_

**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](http://www.sedgwickcounty.org/finance/purchasing.asp) .

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 exceptions.

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

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

**VIII. Pricing Template**

Please provide pricing for the following items. This template **must** be included with your Bid. Failure to complete pricing sheets as requested may result in rejection of bid.

<b>Replacement of 258 Fire Smoke Damper Actuators Total Cost to Complete Project</b>	\$
<b>Hourly Rate for On-Call Repair Contract Normal working hours Monday-Friday 8am-5pm</b>	\$ Per Hour
<b>After Hours Rate for On-Call Repair Contract Monday – Friday after 5pm</b>	\$ Per Hour
<b>Weekends and Holidays</b>	\$ Per Hour
<b>Parts Cost + Percentage Markup pricing for On-Call Repair Contract</b>	%
<b>Days to complete Fire Smoke Damper Actuator Project at Adult Detention Facility</b>	Days



# **Application for Access to the Sedgwick County Adult Detention Facility**

**Sedgwick County Sheriff's Office**

**141 W. Elm**

**Wichita, KS 67203**

**PLEASE FILL IN ALL BLANKS ON THIS APPLICATION.**

- Complete the Access Application.
- Read and sign the Acknowledgement of Risk Agreement to Abide by Rules and Regulations, Agreement to Honor Confidentiality, Consent to Medical Care.
- Read and sign the Dress Code Acknowledgement and Agreement.
- Read Kansas State Statute K.S.A. 21-5914 and contraband definitions in reference to trafficking contraband in a penal institution. Sign the Acknowledgment and Agreement.

**INCLUDE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFICATION IF YOU DO NOT DRIVE.**

**PREA (Prison Rape Elimination Act) Training-1.5 hours in the Detention Facility Training Room. MUST BE COMPLETED BY ALL INDIVIDUALS WHO WILL HAVE ACCESS TO THE SECURED PART OF THE FACILITY!**

After we receive your completed application, the Sheriff's Office will conduct a background check. Once your background has been approved, we will contact you or your employer to complete PREA Training and get an ID badge made.

You may drop off your application in person or mail to:

**Sedgwick County Sheriff's Office  
Attn: Inmate Coordinator  
141 W. Elm  
Wichita, Ks. 67203**

**All forms must be completed in full! If you have any questions please call 660-7513.**

**Automatic Disqualifiers:**

- Convicted of a felony crime within seven years.
- Convicted of a misdemeanor crime within two years.
- Convicted of a sex crime.
- No picture ID.
- Under the age of 18.

**Nothing in this document prohibits a person from being excluded at discretion of the Jail Administrator.**



**SEDGWICK COUNTY DETENTION FACILITY  
Contraband – Acknowledgement and Agreement**

**I hereby acknowledge that I have read and understand K.S.A. 21-5914 Trafficking in Contraband and the items prohibited by the detention facility. I understand that a violation of the statute is a criminal offense. I agree not to introduce or attempt to introduce contraband upon the grounds of or into the facility. If I do so, the Sheriff's Office will exclude me from the facility.**

**Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**(D) defined as contraband by rules and regulations adopted by the commissioner of the juvenile justice authority, in a juvenile correctional facility by an employee of a juvenile correctional facility, except as provided by subsection (b)(3); and**

**(3) severity level 4, nonperson felony if:**

**(A) Such items are firearms, ammunition or explosives, in a correctional institution by an employee of a correctional institution or in a care and treatment facility by an employee of a care and treatment facility; or**

**(B) a violation of subsection (a)(5) or (a)(6) by an employee or volunteer of the department of corrections, or the employee or volunteer of a contractor who is under contract to provide services to the department of corrections.**

**(c) The provisions of subsection (b)(2)(A) shall not apply to the possession of a firearm or ammunition in a parking lot open to the public if the firearm or ammunition is carried on the person while in a vehicle or while securing the firearm or ammunition in the vehicle, or stored out of plain view in a locked but unoccupied vehicle.**

**(d) As used in this section:**

**(1) “Correctional institution” means any state correctional institution or facility, conservation camp, state security hospital, juvenile correctional facility, community correction center or facility for detention or confinement, juvenile detention facility or jail;**

**(2) “care and treatment facility” means the state security hospital provided for under K.S.A. 76-1305 et seq., and amendments thereto, and a facility operated by the Kansas department for aging and disability services for the purposes provided for under K.S.A. 59-29a02 et seq., and amendments thereto; and**

**(3) “lawful custody” means the same as in K.S.A. 21-5912, and amendments thereto.**

#### **Credits**

*Laws 2010, ch. 136, § 139, eff. July 1, 2011; Laws 2011, ch. 30, § 40, eff. July 1, 2011; Laws 2014, ch. 115, § 21, eff. July 1, 2014; Laws 2015, ch. 16, § 1, eff. July 1, 2015.*