

# 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 #17-0061 STORM DRAINAGE CLEANING

April 18, 2017

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Storm Drainage Cleaning. 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 1:45pm CDT, May 9, 2017.

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.

Sincerely,

Kristen McGovern
Senior Purchasing Agent

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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 Storm Drainage Cleaning, in accordance with the specifications outlined, for Sedgwick County Public Works.

#### 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 <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

The work included in this item shall consist of furnishing all labor, materials, testing, submittals, tool and equipment to perform all work necessary for cleaning, removing and disposing of all sludge, dirt, sand, gravel, roots, grease, and other debris from the existing drainage system which includes: pipes, 12 inches to 42 inches diameter; culverts, greater than 42 inches diameter; manholes; catch basins; and drop inlets, throughout the project limits, as directed by the Engineer. Selection of the equipment used shall be based on the condition of structures and the lines at the time the cleaning operations commence and shall be approved by the Engineer. The sequence of the work shall allow for the proper and adequate maintenance of all functional drainage systems. Precautions shall be taken to protect the drainage systems at all times. All workmen shall be experienced and skilled in the use of the equipment used. The Engineer reserves the right to prohibit use of any equipment or method deemed inappropriate for the intended work. Any and all debris resulting from the cleaning operations shall be removed from the job site and disposed of by the nearest County's Area Yard. The Vendor shall make every effort to remove all sludge, dirt, sand, gravel, roots, grease, and other debris from the existing drainage systems including discharge points. Washing sludge, dirt, sand, gravel, roots, grease, and other debris downstream shall not be permitted. The vendor will supply the water for its jetting equipment. The County will provide accurate maps of the cleaning areas prior to the scheduled work. Catch basins, manholes and drop inlets will be measured for payment by the actual number of units cleaned. Pipes and culverts cleaned under this item will be measured for payment by the actual number of linear feet of pipe/culvert cleaned for those 12 inches to 42 inches in diameter, and those greater than 42 inches in diameter.

### 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. <u>Bid Terms</u>

### A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kristen McGovern at <a href="Kristen.McGovern@sedgwick.gov">Kristen.McGovern@sedgwick.gov</a> by 5:00 p.m. CDT May 2, 2017. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <a href="www.sedgwickcounty.org/finance/purchasing.asp">www.sedgwickcounty.org/finance/purchasing.asp</a>, under view current RFQs and RFPs; to the right of the RFB number by 5:00 p.m. CDT May 4, 2017 Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

## B. <u>Minimum Qualifications</u>

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	April 18, 2017
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	May 2, 2017
Addendum Issued	May 4, 2017
Sealed Bid due before 1:45pm CDT	May 9, 2017
Evaluation Period	May 9-10, 2017
Board of Bids and Contracts Recommendation	May 11, 2017
Board of County Commission Award	May 17, 2017

#### E. Contract Period and Payment Terms

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

# Payment and Invoice Provisions

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 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.

# 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 bidder agrees all data, records and information, which the bidder, 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

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bidder agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder 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 bidder 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

**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. 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 #17-0061 STORM DRAINAGE CLEANING

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 INCORPOR	ATION or ORGA	ANIZATION						
COMPANY WEBSITE A	ADDRESS		E-MA	AIL				
NUMBER OF LOCATIO	NS	NUMB	BER OF PERSO	NS EMPLO	OYED			
TYPE OF ORGANIZAT	ION: Public Cor	poration	Private Corpo	ration	_ Sole Propriet	orship		
Partnership Other (D	escribe):							
BUSINESS MODEL: Sn	nall Business	Manufactur	er Distrib	utor	Retail			
Dealer Other (Descr	ibe):							
Not a Minority-Owned B	usiness: M	linority-Owne	ed Business:	_ (Specify	Below)			
African American (05) _	Asian Pacific	(10) Subco	ontinent Asian (1	5) Hispa	nic (20)			
Native American (25)	_ Other (30) - Ple	ease specify						
Not a Woman-Owned Bu	siness: Wo	oman-Owned	Business:	(Specify Be	elow)			
Not Minority -Woman C	Owned (50) Afr	rican America	n-Woman Owne	d (55)				
Asian Pacific-Woman O	wned (60)Sub	continent Asia	n-Woman Owne	ed (65)Hi	spanic Woman	Owned (70)		
Native American-Woma	n Owned (75)	Other – Woma	n Owned (80) –	Please speci	fy			
ARE YOU REGISTERE	D TO DO BUSIN	NESS IN THE	STATE OF K	S:Y	esNo			
INSURANCE REGISTE	RED IN THE ST	ATE OF KS	WITH MINIM	UM BEST I	RATING OF A	A-VIII:	_Yes _	No
☐ Yes, I would like ☐ No, I would not l After Hours Phone #: After Hours Fax #:	ike to be on the e	emergency ver	ndor list.	tact Name:_				
ACKNOWLEDGE RE vendor's responsibility to www.sedgwickcounty.or	CEIPT OF AD o check and con	<b>DENDA</b> : A afirm all adde	ndum(s) relate	d to this do	cument by go		and it is	s the
NO, DATED	;	NO	, DATED	;	NO	, DATED	)	-
In submitting a response clearly delineated and de Signature	etailed any excep	ptions.		•	all sections o			and has
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. This work will be paid for at the contract unit price each for "Clean Existing Catch Basin,""Clean Existing Manhole," "Clean Existing Drop Inlet." Cleaning of pipes and culverts will be paid for at the contract unit price per linear foot for, "Light Clean Existing Pipe/Culvert—12 inches to 42 inches in Diameter", "Heavy Clean Existing Pipe/Culvert—12 inches to 42 inches in Diameter", "Light Clean Existing Culvert—Greater than 42 inches in Diameter", "Heavy Clean Existing Culvert—Greater than 42 inches in Diameter", which price shall include all labor, materials, testing, submittals, tool and equipment incidental to the completion of these items. Light Cleaning is defined when the culvert or pipe is cleaned with a cleaning nozzle in one to four passes. Heavy Cleaning is defined when a culvert of pipe requires more than four passes with a cleaning nozzle to remove the debris. All costs incidental to the disposal of sludge, dirt, sand, gravel, roots, grease, and other debris will be included in the price.

Clean Existing Catch Basin	EA.
Clean Existing Manhole	EA.
Clean Existing Drop Inlet	EA.
Light Clean Existing Pipe/Culvert – 12" to 42"	L.F.
Heavy Clean Existing Pipe/Culvert – 12" to 42"	L.F.
Light Clean Existing Culvert – Greater than 42"	L.F.
Heavy Clean Existing Culvert – Greater than 42"	L.F.