

SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT

Purchasing Section

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/reque

sts-for-bid-and-proposal/

REQUEST FOR BID 19-0004 TELESCOPING STEEL SIGN POSTS

March 1, 2019

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for telescoping steel sign posts. 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 1:45 p.m. CDT, March 19, 2019. If in County's best interest, more than one vendor may be selected for award.

All contact concerning this solicitation shall be made through the Purchasing Section. 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Paul Regehr Purchasing Agent

PR/hp

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. Evaluation 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. Pricing Form
- VIII. Specifications
- IX. Response Form

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 511,000 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 telescoping steel sign posts, in accordance with the specifications outlined, for Sedgwick County Department of 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:

Paul Regehr Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, March 19, 2019.** Responses must be <u>sealed</u> <u>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

2019 estimated usage:

Quantity	Item
200	12 Gauge SQ Steel Post- 8' x 1.75" x 1.75"
300	12 Gauge SQ Steel Post- 9' x 1.75" x 1.75"
200	12 Gauge SQ Steel Post- 10' x 1.75" x 1.75"
500	12 Gauge SQ Steel Anchor- 3' x 2" x 2"
500	12 Gauge SQ Steel Anchor- 2.25" x 2.25" x 18"

IV. Sedgwick County's Responsibilities

- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. Bid Terms

A. Ouestions and Contact Information

Any questions regarding this document must be submitted in writing to Paul Regehr at Paul.Regehr@sedgwick.gov by 5:00 p.m. CST March 6, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this bid number by 5:00 p.m. CST March 8, 2019. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Firm 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 Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	March 1, 2019
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	March 6, 2019
Addendum Issued	March 8, 2019
Sealed Bid due before 1:45 p.m. CDT	March 19, 2019
Evaluation Period	March 19-20, 2019
Board of Bids and Contracts Recommendation	March 21, 2019
Board of County Commission Award	March 27, 2019

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 two (2) 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

https://www.sedgwickcounty.org/media/39239/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. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, 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 the 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**).

<u>NOTE:</u> 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.

Workers' Compensation:				
Applicable coverage per State Statutes				
Employer's Liability Insurance:	\$500,000.00			
Commercial General Liability Insurance (on form CG 00 01 04	13 or its equivalent):			
Each Occurrence	\$1,000,000.00			
General Aggregate, per project	\$2,000,000.00			
Personal Injury	\$1,000,000.00			
Products and Completed Operations Aggregate	\$2,000,000.00			
Automobile Liability:				
Combined single limit	\$500,000.00			
Umbrella Liability:				
Following form for both the general liability and automobile				
Required/ _X Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Professional Liability/ Errors & Omissions Insurance:				
Required/ _X Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Pollution Liability Insurance:				
Required/ _X Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			

Special Risks or Circumstances:

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

CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the		
	value of subsequent modifications and cost of materials		
	supplied and installed by others, comprising the total		
	value for the entire Project on a replacement cost basis		
	without optional deductibles. Entity, Contractor, and all		
	Subcontractors shall be included as named insureds.		

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 proposer 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

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf

General Contract Provisions

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

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Sample Contract

https://www.sedgwickcountv.org/media/39236/sample-contract.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 Form.
- 4. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Pricing Form

Quantities listed below are estimated figures for the duration of the contract. Additional purchases may be made but are not guaranteed. All prices should include shipping and handling and shall remain firm for the initial term of the contract. All items will be delivered to the Sedgwick County West Yard, located at 1144 South Seneca Street Building 16, Wichita, KS 67217.

De	scription	Qty	Unit Price	Extended Price
1	12 Gauge SQ Steel Post- 8' x 1.75" x 1.75"	200		
2	12 Gauge SQ Steel Post- 9' x 1.75" x 1.75"	300		
3	12 Gauge SQ Steel Post- 10' x 1.75" x 1.75"	200		
4	12 Gauge SQ Steel Anchor- 3' x 2" x 2"	500		
5	12 Gauge SQ Steel Anchor- 2.25" x 2.25" x 18"	500		
	Grand Total			

Days for deli	very
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VIII. Specifications

TELESCOPING STEEL SIGN POST SYSTEM SPECIFICATIONS

1.0 DESCRIPTION: This specification describes the minimum requirements and physical properties for a telescoping steel sign post system.

BID ITEMS:

Telescoping Steel Sign Post (*) Anchor (*) Anchor Sleeve (*) Comer Bolt (#) Jam Nut (+) Drive Rivet (#) Cherry Rivet (#)

- * Width (in.) x Depth (in.) x Length (ft.)
- # Diameter (in.) x Length (in.)
- + Diameter (in.)
- 2.0 MATERIALS: Steel posts, anchors and sleeves shall conform to the standard specifications for cold rolled carbon sheet steel, commercial quality, ASTM A-446, Grade A. Bolts, nuts and rivets shall meet post manufacturer's requirements for proper operation of the break-away system.
- 3.0 PHYSICAL PROPERTIES:
- 3. 1 Yield Strength: All posts, anchors and sleeves shall carry a minimum 52,000 psi yield strength. Independent certification may be required at manufacturer's expense.
- 3.2 Finish: All posts, anchors and sleeves shall be manufactured -from hot dipped galvanized steel with 1.25 ounces coating conforming to ASTM A-525, also referred to as G-90. Comer welds shall be zinc coated after scarfing operation. Both interior and exterior of the posts, anchors and sleeves shall be galvanized.
- 3.3 Break Away Function: All posts must be capable of fracturing at the point of connection with the anchor, when impacted, in such a manner that the piece inside the anchor can be removed so as to allow the anchor to receive a new post.
- 3.4 Shape: The cross-section of the post, anchor and sleeve shall be square tube formed of 12 gauge (.105" USS gauge) steel, carefully rolled to size and shall be welded in one comer by high frequency resistance welding and externally scarfed to agree with corner radii.

Tolerances, as listed in section 3.6 of this specification, shall allow telescoping of all consecutive sizes of tubing freely, and for not less than ten feet of their length without the necessity of matching any particular face to any other face. Tube ends shall be free from burrs, and they shall be cut square. Welding flash on inside corner of tube shall be controlled to permit a 9/64" radius gauge to be placed in the comer.

3.5 Section Properties:

Tubing for Posts, Anchors and Sleeves

OD.*	Ga./Nom.	Corner	Weight	Area	Moment	Section	Radius of
Size- in.	Wall	Radius in.	lbs./ft.	$A - in^2$	of Inertia	Modulus	Gyration
	Thickness				$I - in^4$	$S - in^3$	R-in.
	- in.						
1 ½ X 1 ½	12/0.105	0.156	1.702	0.380	0.129	0.172	0.582
1 3/4 X 1 3/4	12/0.105	0.156	2.060	0.485	0.231	0.264	0.690
2 X 2	12/0.105	0.156	2.416	0.590	0.372	0.372	0.794
2 1/4 X 2 1/4	12/0.105	0.156	2.773	0.695	0.561	0.499	0.898
2 ½ X 2 ½	12/0.105	0.156	3.141	0.803	0.804	0.643	1.001

^{*} Measurements for outside dimensions shall be made at least 2" from end of tube.

3.6 Tolerances:

Tubing for Posts, Anchors and Sleeves

O.D.*	O.D. @	Wall	Convexity/	Squareness	Permissible	Straightness	O.D.
Size – in.	Corners	Thickness	Concavity	of Sides in.	Twist in 3'	Variation in	Corner
	in.	- in.	in.		in.	3' in.	Radius
							in.
1 ½ X 1	± 0.006	+0.011/	0.010	±0.009	0.050	0.0625	0.016
1/2		-0.008					
1 3/4 X 1	± 0.008	+0.011/	0.010	±0.010	0.050	0.0625	0.016
3/4		-0.008					
2 X 2	± 0.008	+0.011/	0.010	±0.012	0.050	0.0625	0.016
		-0.008					
2 ¼ X 2	±0.010	+0.011/	0.010	±0.014	0.050	0.0625	0.016
1/4		-0.008					
2 ½ X 2	±0.010	+0.011/	0.010	±0.015	0.050	0.0625	0.016
1/2		-0.008					

^{*} Measurements for outside dimensions shall be made at least 2" from end of tube.

- 3.7 Holes: Holes shall be 7/16" \pm 1/64" diameter on one (1) inch centers, on all four sides for the entire length of the tubing. Holes shall be on centerline of each side in true alignment and opposite to each other directly diagonally. No knockouts shall be allowed. Holes shall be free from burrs.
- 3.8 Length: The length of each post, anchor and sleeve shall be as specified and have a permissible length tolerance of \pm 1/4".
- 4.0 **INSTALLATION:** The square end of the tube shall not be modified or pointed, but shall be capable of being driven into the ground via an approved driving method.
- 5.0 **BASIS OF ACCEPTANCE:** Acceptance of material furnished under this specification will be based on the following: (1) a certification prepared by the manufacturer showing that test value limits are within ASTM allowances, and (2) a visual inspection upon delivery for condition and conformance with dimensional and other requirements.
- 6.0 **DELIVERY:** Delivery of the items in this order are essential for the Bureau of Public

Services to provide services to the citizens of Sedgwick County, Kansas. Time is of the essence in the performance hereof. Delivery of this order shall be made within 30 calendar days after receipt of order. Supplier acknowledges that damages would be difficult or impossible to predict in the event of default and, therefore, that for each calendar day that this order shall be overdue, \$75.00 per day shall be assessed as liquidated damages and not as a penalty.

7.0 **BASIS OF PAYMENT:** Payment for all items shall be made at the contract unit price bid per each post, anchor, sleeve or accessory unit delivered less any applicable liquidated damages.

IX. Response Form

REQUEST FOR BID 19-0004

TELESCOPING STEEL SIGN POSTS

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	
PHONEFAX _		HOURS	
STATE OF INCORPORATION or ORGANIZATIO	ON		
COMPANY WEBSITE ADDRESS	E-MAIL		=
NUMBER OF LOCATIONSNU	MBER OF PERSONS EMPLO	OYED	
TYPE OF ORGANIZATION: Public Corporation _	Private Corporation	_ Sole Proprietorship	
Partnership Other (Describe):			
BUSINESS MODEL: Small Business Manufac	cturer Distributor	Retail	
Dealer Other (Describe):			
Not a Minority-Owned Business: Minority	-Owned Business: (Specif	y Below)	
African American (05) Asian Pacific (10)	Subcontinent Asian (15)	Hispanic (20)	
Native American (25)Other (30) (Please specific	ecify)	
Not a Woman-Owned Business: Woman-O	Owned Business: (Specify	Below)	
Not Minority -Woman Owned (50) African A	American-Woman Owned (55)		
Asian Pacific-Woman Owned (60)Subcontin	nent Asian-Woman Owned (65)	Hispanic Woman Owned (70	0)
Native American-Woman Owned (75)Other	(Woman Owned) (80) Please spe	ecify	_
ARE YOU REGISTERED TO DO BUSINESS IN T	HE STATE OF KS:Y	esNo	
INSURANCE REGISTERED IN THE STATE OF I	KS WITH MINIMUM BEST F	RATING OF A-VIII:Yes	No
☐ Yes, I would like to be on the emergency ver			
☐ No, I would not like to be on the emergency After Hours Phone #:			
After Hours Fax #:			
ACKNOWLEDGE RECEIPT OF ADDENDA: vendor's responsibility to check and confirm all acwww.sedgwickcounty.org/finance/purchasing.asp	ldendum(s) related to this doc	cument by going to	it is the
NO, DATED; NO	; DATED;	NO, DATED	
In submitting a response to this document, vendor clearly delineated and detailed any exceptions. Signature		all sections of the entire docume	ent and has
Print Name	Dated		