



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/>

**REQUEST FOR BID
#19-0075
CM-K CRUSHED LIMESTONE**

September 10, 2019

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for CM-K Crushed Limestone. 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 pm CDT, October 8, 2019.

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,

Josh Lauber
Purchasing Agent – Buyer

JL/ch

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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 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 CM-K Crushed Limestone, 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 of the entire document with any supplementary materials to:

Josh Lauber
Sedgwick County Purchasing Section
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, October 8, 2019**. 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 pm CDT, on the due date.

III. Scope of Work

Provide aggregate for micro surfacing that is crushed limestone in accordance with KDOT DIVISION 1100, Section 1108 Table 1108-1: Gradation Requirements for Aggregates for Cover Material. Price to include delivery to Sedgwick County Public Works West Yard: 4701 S. West St., Wichita, KS 67217.

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. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by 5:00 pm CDT September 20, 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 pm CDT September 25, 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	September 10, 2019
Clarification, Information and Questions submitted in writing by 5:00 pm CDT	September 20, 2019
Addendum Issued by 5:00 pm CDT	September 25, 2019
Sealed Bid due before 1:45 pm CDT	October 8, 2019
Board of Bids and Contracts Recommendation	October 17, 2019
Board of County Commission Award	October 23, 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. [Insurance Requirements](#)

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 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.

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	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> 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.

IF 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.
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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>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

REQUEST FOR BID

#19-0075

CM-K CRUSHED LIMESTONE

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 .

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 Sheet](#)

PRICING SHEET
RFB #19-0075
CM-K CRUSHED LIMESTONE

Per KDOT Specifications, 2015 Edition Division 1100, Section 1108

When can successful vendor start delivery after award of contract:

Price to include delivery to:

Sedgwick County Public Works West Yard
4701 S. West Street
Wichita, KS 67217

Quantity	Unit of Measure	Description	Price Per Ton	Total
5,000	Ton	CM-K CRUSHED LIMESTONE, per KDOT Specifications, 2015 Edition Division 1100, Section 1108	\$	\$