

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 RFB #21-0006 ON-CALL DOOR SERVICES

February 1, 2021

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for On-Call Door Services. 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 CST, February 23, 2021.

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

Sincerely,

Jaimee Witmer Purchasing Agent

Jaimee Witmer

JW/ch/lj

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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 514,000 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 On-Call Door Services, in accordance with the specifications outlined, for various Sedgwick County departments.

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:

Jaimee Witmer Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 23, 2021.** 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. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Bid responses will be acknowledged and read into record at bid opening, which will occur at 2:00 pm CST, on the due date.

III. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Requirements are provided to assist proposers in understanding the objectives of the county and submitting a thorough response.

The successful bidder(s) shall:

- 1. Provide, as requested, maintenance, service, repairs, replacement, sales and installation inaccordance with manufacturer's recommendations and as indicated in the Scope of Work subsections following, in order to provide:
 - Consistent, safe and reliable operation.
 - Compliance with federal, state and local regulations.
 - Equipment longevity.
- 2. Have the technical ability to provide service, repair, replacement, sales and installation for the following types of doors:

Overhead Sectional/Rolling Steel including but not limited to;

- Wood
- Steel
- Aluminum Insulated and non-Insulated
- Carriage House
- Custom Wood
- Clad Panel
- Manual and Operator Assisted

Interior/Exterior Commercial including but not limited to;

- Hollow Metal
- Stainless Steel
- Glass
- Aluminum
- Wood
- Steel
- Plastic Laminate
- Manual and Operator Assisted
- Swing and Revolving
- 3. Provide, as requested, scheduled maintenance to include but not limited to;
 - Overhead Sectional/Rolling Steel Inspection, tightening, lubrication, and/or adjustment of all sections, door alignment, hinges, hardware, cables, drums, track and track fasteners, springs, rollers, bearings, and chain hoists.
 - Interior/Exterior Commercial to include but not limited to Inspection, tightening, lubrication, and/or adjustment, door alignment, hinges, and hardware.
 - Door Operators Inspection, tightening, lubrication, adjustment of all switches, belts, brakes, clutches, sprockets, mountings, disconnects, roller chains, bearings, and safety devices.
- 4. Provide ADA compliance checking and retrofitting to include but not limited to;
 - Automatic Door Operators Repairing of non-functioning equipment; inspection and adjustments to meet compliance with 2010 ADA Standards (full-powered automatic doors with ANSI/BHMA A156.10, low-energy and power-assisted doors with ANSI/BHMA A156.19 - 1997 or 2002 edition); installation of new automatic door operating devices per ADA standards.
 - Door Hardware Replacement or modification of hardware to meet 2010 ADA Standards, including:
 - Threshold modifications or replacement.
 - Door operating hardware modifications, such as replacement of knobs with lever-style hardware.
 - Door closer adjustments, such as reducing the opening force such that it requires less than 5lbs. of force or replacement of door closers.
 - Lowering heights or replacement of handles, pulls, latches, locks, and other operable parts on doors to comply with ADA requirements for operable parts.
 - Inspection of door closers or spring hinges to determine compliance with 2010 ADA Standards, such as the time required to move to door from an open position to the closed position; replacement of non-compliant closing devices.
 - Installation of kick plates where push sides of doors do not have a smooth surface within 10 inches vertically of the finish floor, and capping of any cavities created by added kick plates.
 - Other door modifications, such as:
 - Removal of an existing door where insufficient door maneuvering clearance exists.
 - Reversing the swing of a door where it impedes other required clearances.
 - Replacement or modification of doors that do not provide 32" clear width between the face of the door and the stop, with the door open 90 degrees.

Note - As required by new ADA regulations, all alterations to non-ADA compliant existing doors after March 15, 2012 must comply with 2010 ADA Standards. Those doors altered before March 12, 2012 may comply with either the 1991 ADA Standards or the 2010 ADA Standards. If existing doors do not comply with ADA standards, they are required to be made accessible at such time that they are altered.

- 5. Respond to service request within four (4) business hours. Minimum business hours are Monday through Friday, 8:00 am to 5:00 pm Central Time.
- 6. Respond to emergency or after hours request within four (4) hours.
- 7. Repair to any of the aforementioned door types, parts, pieces, or hardware.
- 8. Provide sales and installation of any of the aforementioned door types, parts, pieces, Hardware, or devices attached to doors.
- 9. Provide all work under this contract in according with all local, state, and federal regulations, as they relate to the services specified.
- 10. Provide technically trained staff.
- 11. Maintain appropriate staffing levels to provide superior customer service.
- 12. Provide an after-hour's contact name and telephone number.
- 13. Warranty all workmanship and materials used for a period of one (1) year.

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 Jaimee Witmer at Jaimee.Witmer@sedgwick.gov by 5:00 pm CST, February 8, 2021. 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 CST, February 11, 2021. 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 Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	February 1, 2021
Clarification, Information and Questions submitted in writing by 5:00 pm CST	February 8, 2021
Addendum Issued by 5:00 pm CST	February 11, 2021
Sealed Bid due before 1:45 pm CST	February 23, 2021
Board of Bids and Contracts Recommendation	March 4, 2021
Board of County Commission Award	March 10, 2021

E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Board of County Commissioners (BOCC) approval of the successful firm(s) for three (3) years 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 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,			
Automobile Liability:			
Combined single limit \$500			
Umbrella Liability:			
Following form for both the general liability and automobile			
X Required / 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.

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.	

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. <u>Confidential Matters and Data Ownership</u>

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

Federally Funded Expenditures (if applicable)

https://www.sedgwickcounty.org/media/57479/additional-representations-for-fema-funded-projects.pdf https://www.sedgwickcounty.org/media/57478/fema-ceritfications-addendum-sedgwick-county.pdf

VI. Required Response Content

Bid response should include the following:

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

REQUEST FOR BID RFB #21-0006 ON-CALL DOOR SERVICES

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			ZIP	
PHONE	FAX	НС	OURS	
STATE OF INCORPORATION or ORGA	ANIZATION			
COMPANY WEBSITE ADDRESS				
NUMBER OF LOCATIONS				
TYPE OF ORGANIZATION: Public Corp	oration Private	Corporation	Sole Proprietorship _	
Partnership Other (Describe):				
BUSINESS MODEL: Small Business				
Dealer Other (Describe):				
Not a Minority-Owned Business:	Minority-Owned Bu	siness: (Specify B	Below)	
African American (05) Asian P	acific (10) Subco	entinent Asian (15)	Hispanic (20)	
Native American (25)Other (3	0) (Please specify)
Not a Woman-Owned Business:	Woman-Owned Busi	ness: (Specify Be	elow)	
Not Minority -Woman Owned (50)	African American-Wo	oman Owned (55)		
Asian Pacific-Woman Owned (60)	Subcontinent Asian-W	oman Owned (65)	Hispanic Woman	Owned (70)
Native American-Woman Owned (75)	Other (Woman Owned	l) (80) Please specify_		
ARE YOU REGISTERED TO DO BUSIN	ESS IN THE STATE OF	KS: Yes	No	
INSURANCE REGISTERED IN THE ST.	ATE OF KS WITH MIN	IMUM BEST RATIN	G OF A-VIII:	_YesNo
☐ Yes, I would like to be on the emen ☐ No, I would not like to be on the end After Hours Phone #:	mergency vendor list Emergency (Contact Name:		
ACKNOWLEDGE RECEIPT OF AD vendor's responsibility to check and contwww.sedgwickcounty.org/finance/purcha	firm all addendum(s) rel			and it is the
NO, DATED; NO	D, DATED	; NO	, DATED	
In submitting a response to this documen clearly delineated and detailed any excep		acceptance of all sec	tions of the entire do	ocument and has
Signature		Title		
Print Name				

REQUEST FOR BID RFB #21-0006 ON-CALL DOOR SERVICES

Overhead/Garage Door Services

Business Hour Rate for Labor Only – One Person	\$
Business Hour Rate for Labor Only – Two People	\$
Percentage Mark-Up on Cost of Materials and Parts	%
After Hours Rate for Labor Only – One Person	\$
After Hours Rate for Labor Only - Two People	\$

Exterior/Interior Door Services

Business Hour Rate for Labor Only – One Person	\$
Business Hour Rate for Labor Only – Two People	\$
Percentage Mark-Up on Cost of Materials and Parts	%
After Hours Rate for Labor Only – One Person	\$
After Hours Rate for Labor Only - Two People	\$

Cost must be all inclusive of all terms, conditions, and scope within this solicitation.

The initial term of this contract shall be three (3) years. There shall also be two (2) one (1) year options to renew at the sole request of the county.