

SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT *Purchasing Section* 525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 <u>https://www.sedgwickcounty.org/finance/purchasing/reque</u> <u>sts-for-bid-and-proposal/</u>

REQUEST FOR BID RFB #21-0077 ON-CALL SNOW AND ICE REMOVAL

January 14, 2022

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for ON-CALL SNOW AND ICE REMOVAL 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 8, 2022.

<u>All contact concerning this solicitation shall be made through the Purchasing Section.</u> 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.

thing Inshe

Theresa Rhodes Purchasing Agent

TR/lj

Table of Contents

- I. <u>Purpose</u>
- 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. <u>Request for Bid Timeline</u>
 - E. Contract Period and Payment Terms
 - F. Insurance Requirements
 - G. Indemnification
 - H. Confidential Matters and Data Ownership
 - I. <u>Bid Conditions</u>
- VI. <u>Required Response Content</u>
- VII. <u>Bid Response</u>
- VIII. <u>Response Form</u>

I. <u>Purpose</u>

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 On Call Snow & Ice Removal Services, in accordance with the specifications outlined, for Sedgwick County.

II. <u>Submittals</u>

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:

Theresa Rhodes Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 8, 2022**. 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 pm CST, on the due date.

III. Scope of Work

Services acquired under this solicitation will include sidewalk and parking lot snow removal, and may include any/all facilities owned by Sedgwick County (all facilities are located within Sedgwick County). The following are minimum requirements for work under this contract. All costs associated with such requirements shall be included in rates quoted.

- 1. Vendor shall clear identified project area of all current accumulation of snow/ice. Areas may include but are not limited to entrances, ADA ramps, crosswalks, sidewalks, driveways, and parking lots.
- 2. De-icing materials shall be applied to all pedestrian access/egress points, walking, crosswalks, steps, sidewalks and ADA ramps during or immediately after snow removal. De-icing products must be environmentally friendly and approved for safe use on concrete and asphalt surfaces. De-icing product shall not be sand, unless specifically requested by county staff. De-icing materials are not required for parking areas.
- 3. Vendor shall place cleared snow/ice in a safe location, onsite, not blocking foot traffic, handicap or other parking located directly in front of facility, or any location where damage to structure may occur.
- 4. Vendor shall provide appropriate staffing and equipment to meet or exceed industry standards based on project size and depth of snow/ice. Vendor shall not use equipment that will cause damage to surface.
- 5. Vendor shall notify requesting department immediately upon completion and remain on site until project completion satisfaction is met, or authority is provided by county staff to leave premises after hours.
- 6. Vendor shall be responsible for using equipment and labor necessary for removal according to industry standards and best practices.

Snowfall accumulation in addition to safety of employees and constituents depending on the office will determine whether or not services are requested. Historically, sidewalks and other pedestrian areas are cleared as soon as snow/ice accumulates. The clearing of parking lots by large equipment is generally not required until snow accumulations exceed 6"; however, experience and industry standards, should guide the use of equipment/materials. The locations on attachments below are currently owned by Sedgwick County and should be considered when developing a bid response. The documents or locations therein may change at any time based on the needs of Sedgwick County.

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. <u>Bid Terms</u>

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Theresa Rhodes at

<u>theresa.rhodes@sedgwick.gov</u> by 5:00 pm CST Thursday, January 21, 2022. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at

<u>https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/</u> under the Documents column associated with this bid number by 5:00 pm CST Friday, January 26, 2022. 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. Have at least three (3) years' experience in providing this type of service.
- 3. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
- 4. Have the capacity to acquire all required permits, bonds, escrows or insurances.
- 5. Provide appropriate project supervision and quality control procedures.
- 6. Provide three (3) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFB. Provide the business name, address, contact name, phone number, length of service and a brief description of service(s) provided
- 7. 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. <u>Request for Bid Timeline</u>

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	January 14, 2022
Clarification, Information and Questions submitted in writing by 5:00 pm CST	January 21, 2022
Addendum Issued	January 26, 2022
Sealed Bid due before 1:45 pm CST	February 8, 2022
Board of Bids and Contracts Recommendation	February 24, 2022
Board of County Commission Award	March 2, 2022

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. 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 three (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).

<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		
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.

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. 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. <u>Bid Conditions</u>

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.sedgwickcounty.org/media/39236/sample-contract.pdf

VI. <u>Required Response Content</u>

Bid response should include the following:

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

BID RESPONSE FORM PAGE 1 RFB #21-0077 ON-CALL SNOW AND ICE REMOVAL

VII. **<u>BID RESPONSE</u>**

1. Please respond appropriately if your firm is willing to clear sidewalks, parking, or both sidewalks and parking.

	Please check appropriate
Removal services in parking areas only	
Removal services in sidewalk areas only	
Removal services in sidewalk and parking	
areas	

2. Price below must include all materials, equipment and overhead to meet all requirements and Scope of Work.

	PRICE PER SQ. FT.
Sidewalk - less than 100 square feet AND less than 2" of snow	\$
Sidewalk – between 101 and 500 square feet AND less than 2" of snow	\$
Sidewalk – greater than 500 square feet AND less than 2" of snow	\$
Sidewalk - less than 100 square feet AND greater than 2" of snow	\$
Sidewalk – between 101 and 500 square feet AND greater than 2" of snow	\$
Sidewalk – greater than 500 square feet AND greater than 2" of snow	\$
Parking – less than 1,000 square feet AND less than 2" of snow	\$
Parking – between 1,001 and 5,000 square feet AND less than 2" of snow	\$
Parking – greater than 5,000 square feet AND less than 2" of snow	\$
Parking – less than 1,000 square feet AND greater than 2" of snow	\$
Parking – between 1,001 and 5,000 square feet AND greater than 2" of	\$
snow	
Parking – greater than 5,000 square feet AND greater than 2" of snow	\$
* Hourly Rate for additional services	

* Hourly rate will be used for accumulation greater than 6" OR areas greater than listed above. Hourly rate must be per man hour to complete requested job and must include all materials, equipment and overhead to meet requirements.

This contract will be awarded to multiple vendors to allow flexibility in completion of work based on competing contracts, size and scope and location throughout the county. The vendors will be placed on a rotating list and contacted based on hourly rates as well as preferences received during bid. If a vendor is unable to respond as requested, the Facility Manager will contact the next vendor and so on.

BID RESPONSE FORM PAGE 2 RFB #21-0077 ON-CALL SNOW AND ICE REMOVAL

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				
STATE OF INCORPORATION or ORC				
COMPANY WEBSITE ADDRESS				
NUMBER OF LOCATIONS				
TYPE OF ORGANIZATION: Public Co				
Partnership Other (Describe):				
BUSINESS MODEL: Small Business		Distributor Ret	tail	
Dealer Other (Describe):				
Not a Minority-Owned Business:				
African American (05) Asian Pa				
Native American (25) Other (30	· · · <u></u>	· · · —		
Not a Woman-Owned Business:				
Not Minority -Woman Owned (50)			,	
Asian Pacific-Woman Owned (60)		· · ·	Hispanic V	Woman Owned (70)
Native American-Woman Owned (75)		· · · –		
ARE YOU REGISTERED TO DO BUSI				
INSURANCE REGISTERED IN THE S				VIII: Yes N
 □ Yes, I would like to be on the em □ No, I would not like to be on the After Hours Phone #: After Hours Fax #: 	ergency vendor list. emergency vendor list. Emergenc			
ACKNOWLEDGE RECEIPT OF All vendor's responsibility to check and co www.sedgwickcounty.org/finance/purc	nfirm all addendum(s)			
NO; DATED;	NO, DATE	D;	NO	_, DATED
In submitting a response to this docume clearly delineated and detailed any exce Signature	eptions.	tle		
Print Name	D	ated		

LOCATIONS FOR SNOW AND ICE REMOVAL				
Department				
	Title	Address	City	
COMCARE		•	•	
	Offender Assessment (SCOAP)	1720 E Morris St	Wichita	
	COMCARE Administration	271 W 3rd St N	Wichita	
Corrections	<u>+</u>	L	<u>L</u>	
	Adult Intensive Supervision Program (AISP)	905 N Main	Wichita	
	Juvenile Court	1015 S Minnesota Dr	Wichita	
	Juvenile Detention	700 S Hydraulic St	Wichita	
	Juvenile Residential	881 S Minnesota Ave	Wichita	
	Adult Residential	623 E Elm St	Wichita	
Courthouse Comp				
	Adult Detention	141 W Elm St	Wichita	
	Community Crisis Center	635 N Main St	Wichita	
	Historic Courthouse	510 N Main St	Wichita	
	Main Courthouse	525 N Main St	Wichita	
	Munger	538 N Main St	Wichita	
	Public Safety	714 N Main St	Wichita	
	Ronald Reagan Bldg.	271 W 3rd St N	Wichita	
	EMS B-2/Office of Medical Director (OMD)	200 W Murdock St	Wichita	
EMS				
	1	2622 West Central Ave	Wichita	
	2	1903 W Pawnee Ave	Wichita	
	3	3002 E Central Ave	Wichita	
	4	1100 S Clifton Ave	Wichita	
	5	698 N Caddy Ln	Wichita	
	6	6401 S Mabel St	Haysville	
	7	1535 S 199th St W	, Goddard	
	8	501 E 53rd St North	Park City	
	9	1218 S Webb Rd	Wichita	
	10	626 N St Francis St	Wichita	
	11	1401 N Rock Rd	Derby	
	12	3320 N Hillside St	Wichita	
	14	4030 N Reed Ave	Maize	
	15	3537 N Webb Rd	Wichita	
	16	5055 S Oliver St	Wichita	
	45	616 E 5th St	Valley Center	

	31	5848 N 247th St W	Andale
	32	7750 N Wild West Dr	Park City
	33	10625 W 53rd St N	Maize
	34	334 N Main St	Haysville
	35	1535 S 199th St W	Goddard
	36	5055 S Oliver St	Wichita
	37	4343 N Woodlawn	Wichita
	38	1010 N 143rd St E	Wichita
	39	3610 S 263rd St W	Garden Plain
Health			
	Health Department	2716 W Central	Wichita
	Health Department (Main)	1900 E 9th St N	Wichita
Parks		-	-
	Firing Range	2500 W 39th St S	Goddard
	Lake Afton	24600 W 39th St S	Goddard
	County Park	6501 W 21st St N	Wichita
Other			
	Extension Center	7001 W 21st St N	Wichita
	Parking	250 N St Francis St	Wichita
	Regional Forensic Science	1109 N Minneapolis St	Wichita
Sheriff			
	Jail Annex	701 W Harry St	Wichita
Treasurer			
	Tag Office	2525 W Douglas	Wichita
Stillwell Complex			
	Fleet	1021 W Stillwell St	Wichita
	Sheriff Squad Room	861 W Irving St	Wichita