



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

Phone: 316 660-7255 Fax: 316 660-1839

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

REQUEST FOR BID

RFB #23-0010

ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING SERVICES

January 27, 2023

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for On-Call Heating, Ventilation, and Air Conditioning 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 21, 2023.

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,

Lee Barrier
Purchasing Agent

LB/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 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 Heating, Ventilation, and Air Conditioning 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, please email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 21, 2023**. If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award.

If you choose to submit your bid in person responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Bid responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CST, on the due date. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these bids are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:00 pm. You have the option of attending bid opening in person as well.

III. Scope of Work

Items listed in this section are requirements to completion of services under this contract.

Minimum Requirements

The county desires the most advantageous service(s) and product(s) available. The following specifications outline the minimum requirements for this RFB. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the county's objectives.

- **Vendor**
 1. Have certified ability to perform the following HVAC services.
 - a. Inspection & Evaluation
 - b. Preventative Maintenance
 - c. Repair
 - d. Replacement
 2. Repair or replace all parts and assemblies of every description compromising the HVAC system.
 3. Provide service coverage on-call as needed 24 hours a day, 7 days a week.
 4. Obtain permits needed to complete project.
 5. Arrange for access to work areas if and when necessary.
 6. Schedule any shut down of service and/or utilities with county project manager.

- **Pricing**
 7. Submit a cost plus percent methodology for all Heating, Ventilation, and Air Conditioning (HVAC) materials and rental equipment.
 8. Provide Labor Rate to include any and all incidental costs such as per diem, portal to portal, fuel charge, and the like.
 9. The hourly labor rate will be paid only for the time at the job site (one hour guarantee), **no travel time will be paid.**
 10. Rates will be based on the following:
 - a. Foreman/Journeyman
 - Business Hours, Monday through Friday, 8:00 am – 5:00 pm
 - After Hours
 - b. Helper / Laborer
 - Business Hours, Monday through Friday, 8:00 am – 5:00 pm
 - After Hours

- **Emergency Service**
 11. Respond and commence work within (2) two hours or less for emergency repairs. (Emergency repairs are any condition that may be considered unsafe or hazardous or may cause property damage to the building.)

- **Refrigerant**
 12. Provide a detailed refrigerant program that meets all EPA regulations. Refrigerant program should include but is not limited to:
 - a. Amount of refrigerant in each unit.
 - b. Amount of refrigerant recovered, recharged or lost.
 - c. Recovery unit model and serial number.
 13. Provide the county with a copy of the refrigerant report after recovery or usage of refrigerant. This report must be separate from the work order.

- **Service Tags**
 14. Have service technician(s) complete a service tag/sticker and attach it to the serviced equipment after completion of work. The service tag/sticker shall be used to document the following information:
 - Date of service
 - Name of technician(s)
 - Description of the service(s) performed.

- **Warranty**
 15. Provide warranty information for replacement part(s) and/or service(s) provided. Warranties become effective on the date of installation.
 16. Provide 30 day warranty on service.

- **Safety**
 17. Provide safety training records on the following:
 - a. Electrical Safety.
 - b. How to Handle Refrigerant and Oil Spills.
 - c. Proper Disposal of Refrigerant Oil, Oil Filter and Driers.
 - d. Use of Self Contained Breathing Apparatus.
 - e. Lock-Out/Tag-Out
 18. Provide each technician with Material Safety Data Sheet(s) (MSDS) on all refrigerants, solvents and oils used in the equipment at Sedgwick County.

19. Keep on site a spill cleanup kit (refrigerant oil). The kit must include the following:
 - a. Gloves
 - b. Oil Absorbent Pads
 - c. Oil Containment Ring
 - d. Hazardous Disposal Bag
 - e. Plug It
 - f. Self- Contained Breathing Apparatus (Re-certified within past (2) two years)
20. Provide the company name that is handling the disposal of refrigerant oil, refrigerant filters, oil filters, and drier cores for your company.
21. Provide any barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, and vehicles.
22. Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the county.
23. Leave the work area clean and free of materials, tools, equipment, and debris.
24. Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, and industry standards.
25. Cover the furnishings and floor area prior to commencing work on equipment located above the ceiling line.

The successful proposer will be required to provide any or all of the following types of service, repairs, troubleshooting, and preventative maintenance*:

- Cleaning condensers (air and water)
- Eddy-current testing of chiller tubes
- Testing of chiller compressors, including conditions of motor windings
- Disassembly, inspection and re-assembly of large chillers or similar equipment
- Meg-ohm or Hi-pot testing where appropriate
- Vibration analysis
- Purge unit/refrigerant recovery equipment
- Oil and/or refrigerant testing and replacement
- Filter changing and replacement
- Refrigerant leak repairs
- Compressor troubleshooting or replacement
- Controls troubleshooting and repair
- Check all electrical components and connections
- Starter maintenance shall include the following:
 - Check the condition of contactors for pitting and wear
 - Tighten all electrical connections
 - Dry run starter and check operating sequence of timers and contactors to insure that there is no single phasing, contactor dragging or timer sequencing problems
- Check condition of transition resistors
- Report condition of starters to proper personnel
- Pump repairs
- Air handler service and repair
- Cooling Tower service and repair
- Replacing any equipment
- Routine annual service – cleaning, inspecting heat exchangers or vessels; and venting, testing safety devices, adjusting burners and flames for maximum combustion efficiency.
- Major repairs such as replacement of boiler tubes, combustion blower service/repair, burner assembly service and repair; or possibly boiler replacement, etc.
- The contractor is to complete all repairs within a 3-day period.

- Contractor’s personnel must dress and act in a professional manner with identification of the company and individual. Due to the security concerns, the county may run background investigations on the successful contractor and their employees that will be working on county sites. In the event the successful contractor or anyone from the contractor’s personnel does not pass the background investigations, that employee would not have special access.
- After any and all work herein specified has been completed, the contractor shall guarantee his or her work to be free from defects for a period of one year. Such defects shall apply to faulty materials and workmanship. In the event of the development of said defects, the contractors shall remedy the failure at his or her own expense within a reasonable time after the notice. In the event of unreasonable response time, the county reserves the right to call another company to affect repairs, at contractor’s expense. All equipment shall be guaranteed by the manufacturer’s warranty.

SCHEDULED PREVENTIVE MAINTENANCE

Spring

1. Clean condenser coils and evaporator coils with appropriate cleaning agents.
2. Treat condensate pans with algaecide (tablets)
3. Change filters
4. Grease/oil motors and bearings
5. Check refrigerant charge - charge if necessary
6. Voltage and current draws
7. Check controls, wiring, contactors, relays etc.

Fall

1. Check heat exchangers for cracks or discrepancies (use technical methods other than visual)
2. Change filters
3. Check controls, wiring, contactors, relays etc.
4. Voltage and current draws
5. Remove and clean burners

*Much of the equipment is microprocessor based and may require the use of a laptop computer with factory-based software and hardware. Any system modification will be done by the equipment manufacturer or contracted preventive maintenance vendor.

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 via email to Lee Barrier at Lee.Barrier@ Sedgwick.gov by 5:00 pm CST, February 10, 2023. 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 17, 2023. 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	January 27, 2023
Clarification, Information and Questions submitted via email by 5:00 pm CST	February 10, 2023
Addendum Issued by 5:00 pm CST	February 17,2023
Bid due before 1:45 pm CST	February 21, 2023
Board of Bids and Contracts Recommendation	March 2, 2023
Board of County Commission Award	March 8, 2023

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for a period of one (1) year. The County may, at its own option, offer to extend the contract for two (2) one-year periods for the terms and prices proposed or as negotiated. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as need basis with Sedgwick County maintaining the final right of approval to determine applicability.

County 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/55477/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**).

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 checked="" type="checkbox"/> Required / <input 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 checked="" type="checkbox"/> Required / <input 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>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

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. Proof of insurance
5. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

REQUEST FOR BID

RFB #23-0010

ON-CALL HEATING, VENTILATION, AND AIR CONDITIONING 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 _____ **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

UEI (UNIQUE ENTITY IDENTIFIER) 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 RFB/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document.

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](#)

Cost plus percent methodology for all Heating, Ventilation and Air Conditioning (HVAC) materials OR equipment rental.		%
<i>A.) Foreman/Journeyman</i>		
Business Hours, Monday through Friday, 8:00 am – 5:00 pm	Hour	\$
After Hours	Hour	\$
<i>B.) Apprentice</i>		
Business Hours, Monday through Friday, 8:00 am – 5:00 pm	Hour	\$
After Hours	Hour	\$
<i>C.) Helper/Laborer</i>		
Business Hours, Monday through Friday, 8:00 am – 5:00 pm	Hour	\$
After Hours	Hour	\$
<i>D.) Service Call</i>		
Service Call Charge		\$