



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/>

**REQUEST FOR BID
RFB #24-0035
ON-CALL PLUMBING SERVICES**

May 16, 2024

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking bids for On-Call Plumbing 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 CDT, June 4, 2024.

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 16 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 Plumbing Services, in accordance with the specifications outlined, for Sedgwick County.

This contract will service various county owned and leased facilities, including but not limited, to courthouse, office, and park structures. Service will include routine maintenance and inspection, minor to major repair, and emergencies. Sedgwick County reserves the right to perform work in-house or bid any project.

The county is seeking contract pricing for On-Call Plumbing Services for various buildings/facilities within Sedgwick County. On-Call Plumbing Services may include but are not limited to unclogging and cleaning drains, unclogging toilets, septic tank work, lateral lines, trenching, and pumping out lagoons. Additional work may include routine maintenance, correcting deficiencies, renovations, and general repairs of commercial related sewer systems. The successful vendor(s) will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work.

The county desires to select one or more firms to obtain optimum cost efficiency and accountability. Departments requiring service may contact and request a quote from multiple firms depending on project size, anticipated cost, and/or initial quote received. The scope of service under this contract will not include new construction projects unless otherwise requested by county. The county reserves the right to perform work in-house or bid any project.

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 with an electronic response, the RFB number must be entered in the subject line and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. 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:

Lee Barrier
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, June 4, 2024**. 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 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 2:15 pm CDT, 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 2:15 pm**.

III. **Scope of Work**

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

The successful bidders must:

Service

- Have ability to perform plumbing services, including but not limited to:
 - Installation of water/sewer pipes and fixtures
 - Repair/replacement of water/sewer pipes and fixtures
 - Other services typically offered by plumbing industry
- Have ability to perform sewer services, including but not limited to:
 - Unclog and clean drains
 - Unclog toilets
 - Other services typically offered by sewer industry
- Provide service coverage on buildings and structures during county business hours, Monday through Friday with county holidays included.
- Respond to the requesting department within 24 hours of receipt of a service request.
- Provide 24/7 Emergency Service (Vendor must provide a phone number with which a company representative can be reached at any time of day to respond or coordinate response).
- **Respond and commence work within two (2) hours or less for emergency repairs.** (Emergency repairs may include but not be limited to any condition that may be considered unsafe or hazardous or may cause property damage to the building.) Obtain permits needed to complete project.
- Arrange for access to work areas if and when necessary (if approved by using department).
- Coordinate with other on-call services (Electrical or Mechanical) as required.
- Schedule any shut down of service and/or utilities with the building representative.
- Meet all required building codes; ordinances and laws – including ADA.

Equipment

- Must have 24/7 access to specialized equipment required to perform emergency repairs or after hour work. This includes but is not limited to: sewer cleanout snakes sized for 2” - 8” diameter pipe with a minimum of 150’ in length, camera inspection equipment with locating capability, etc.

Pricing

- Submit a cost plus percent methodology for all materials or rented equipment. This is a verifiable cost paid for the material plus the percentage indicated on firm’s proposal response.
- Provide labor rate based on proposal response.
- Submit a written estimate to the building representative for cost of time and materials for the major repair prior to commencing work. (The county reserves the right to obtain competitive quotes/bids and determine who will be selected to perform the required services for major repairs.)
- Receive written authorization and approval from the Purchasing Department or designated representative before commencing work. (If the repair is deemed an emergency then this requirement may be waived.)
- Unauthorized work performed under this contract shall be at the contractor’s risk and the county will not be responsible for payment to the contractor for any work that was performed by the contractor and not initially authorized.

Warranty

- Provide warranty for materials and/or service(s) provided. Work must be free from defects for a period of one (1) year. All materials shall be guaranteed by the manufacturer for one (1) year.

Safety

- Provide any barricades, tarps, plastic, flag tape, and other safety /traffic control equipment required to protect its employees, the public, and vehicles.
- Provide dust protection for projects.
- Provide Material Safety Data Sheets for hazardous chemicals (i.e. solvents) to be used on projects.
- Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the county.
- Leave the work area clean and free of materials, tools, equipment, and debris.
- Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, and industry standards.
- Vendor is responsible for all tear off, clean up, and haul off of all types of debris.
- Cover the furnishings and floor area prior to commencing work on equipment located above the ceiling line.

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 CDT, May 28, 2024. 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, May 31, 2024. 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:

An award will be made to the lowest responsible and responsive bidder.

1. Have a minimum of 10 years' experience in providing services similar to those specified in this RFB.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFB.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. 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	May 16, 2024
Clarification, Information and Questions submitted via email by 5:00 pm CDT	May 28, 2024
Addendum Issued by 5:00 pm CDT	May 31, 2024
Bid due before 1:45 pm CDT	June 4, 2024
Board of Bids and Contracts Recommendation	June 6, 2024
Board of County Commission Award	June 12, 2024

D. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for two (2) years with three (3) one (1) year options to renew.

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>

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

G. 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.

H. 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: [Add any other items as necessary for your project]

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 #24-0035
On-Call Plumbing 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 _____

REQUEST FOR BID

RFB #24-0035

Consistent with the guidance provided in Section 1 of this Request for Bid, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

PRIVILEGE LOG		
Page and/or Section of Information Not Subject to Disclosure	Description of Information that You Claim are Privileged or Confidential. Do not include specific details, but rather categories or general descriptions of the information in question.	Basis for the Claim of Privilege. Please include the Applicable Federal or State Law Cite and Rationale

VIII. Pricing Sheet

REQUEST FOR BID
#24-0035
ON-CALL PLUMBING SERVICES

PRICING INFORMATION

I/We _____, propose to provide the product(s) and/or service(s) described herein with the following costs:

1. Service Call – For identification of need and quote	\$
2. Business Hour Rate for Labor Only - One Person	\$
3. Business Hour Rate for Labor Only - Two People	\$
4. After Hours Rate for Labor Only - One Person	\$
5. After Hours Rate for Labor Only - Two People	\$
6. Hourly Rate for 2” – 4” Pipe Diameter Sewer Snakes	\$
7. Hourly Rate for 6” – 8” Pipe Diameter Sewer Snakes	\$
8. Hourly Rate for Camera Inspections with Locater	\$
9. Percentage Mark-Up on Cost of Materials and Parts	%
10. Percentage Mark-Up on Allowed Equipment Rental	%

Cost must be all inclusive of all terms, conditions, and scope within this solicitation. The initial term of this contract shall be one (1) year. There shall also be two (2) one (1) year options to renew at the sole request of the county.

In submitting a bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. Bid submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer’s response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____