

DIVISION OF FINANCE - PURCHASING DEPARTMENT

100 N. Broadway St, Suite 610 Wichita, KS 67202 • Phone (316) 660-7255 • Fax (316) 660-1839

PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG

REQUEST FOR BID #25-0059 RIVER SAND

July 24, 2025

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for River Sand. 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, Tuesday, August 26, 2025

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,

Britt Rosencutter Purchasing Agent

BR/ks

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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 River Sand, in accordance with the specifications outlined, for Sedgwick County Division of Public Works.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate 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:

Britt Rosencutter

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

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT TUESDAY, AUGUST 26, 2025.** 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

- River Sand per KDOT specifications, 2015 Edition, Division 1100, Section 11003-R04 Product Control
- Fine aggregate type FA-A, size requirements per table 1102-6: Grading Requirements for Fine Aggregates
- Sedgwick County forces will pick up River Sand at plant site
- Sedgwick County cannot guarantee the actual quantity, this is an estimation: 5,000 tons and as needed

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.

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V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 pm CDT, August 8, 2025. 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/current-bids-and-proposals/ under the Documents column associated with this bid number by 5:00 pm CDT, August 15, 2025. 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	July 24, 2025
Clarification, Information and Questions submitted via email by 5:00 pm CDT	August 8, 2025
Addendum Issued by 5:00 pm CDT	August 15, 2025
Bid due before 1:45 pm CDT	August 26, 2025
Board of Bids and Contracts Recommendation	September 4, 2025
Board of County Commission Award	September 10, 2025

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 one (1) year with four (4) 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

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	
Required / <u>X</u> 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. 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

Sample Contract

https://www.sedgwickcounty.org/media/67402/sample-contract-kws-13024.pdf

Contract Provisions for FEMA Projects (If Applicable)

https://www.sedgwickcounty.org/media/67302/sedgwick-county-federal-grant-contract-provisions.pdf

Suspension and Debarment

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

Protest Procedure

Any protests and/or challenges to the bid process must be filed timely and pursuant to Sedgwick County's protest procedure.

www.sedgwickcountv.org/media/68789/protest-procedure-rev-4225.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. Completed Pricing Sheet detailing unit (per ton) pricing.
- 5. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR BID #25-0059 RIVER SAND

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	н	OURS	
STATE OF INCORPORATION or ORGA	ANIZATION			
COMPANY WEBSITE ADDRESS				
NUMBER OF LOCATIONS	NUMI	BER OF PERSONS E	CMPLOYED	
TYPE OF ORGANIZATION: Public Corp	poration Priv	rate Corporation	Sole Proprietorship	
Partnership Other (Describe):				
BUSINESS MODEL: Small Business	Manufacturer	Distributor	Retail	
Dealer Other (Describe):				
Not a Minority-Owned Business:				
African American (05) Asian F	Pacific (10) Subco	ontinent Asian (15)	Hispanic (20)	
Native American (25)Other (3	30) (Please specify)
Not a Woman-Owned Business:	Woman-Owned Bus	iness: (Specify I	Below)	
Not Minority -Woman Owned (50)	African American-W	oman Owned (55)		
Asian Pacific-Woman Owned (60)	Subcontinent Asian-V	Voman Owned (65)	Hispanic Woman Owne	ed (70)
Native American-Woman Owned (75)	Other (Woman Owne	d) (80) Please specify_		
ARE YOU REGISTERED TO DO BUSIN	NESS IN THE STATE OF	F KS :Yes	No	
UEI (UNIQUE ENTITY IDENTIFIER) N	0			
INSURANCE REGISTERED IN THE ST		IIMUM BEST RATII	NG OF A-VIII:Yes	N
☐ Yes, I would like to be on the eme☐ No, I would not like to be on the e	- ·			
After Hours Phone #: Emer			After Hours Fax #:	
ACKNOWLEDGE RECEIPT OF AD vendor's responsibility to check and con https://www.sedgwickcounty.org/fina	firm all addendum(s) rel	. ,	1 0	it is the
NO, DATED;	NO, DATED	; NO.	, DATED	
In submitting a response to this document clearly delineated and detailed any except		acceptance of all se	ctions of the entire docume	ent and has
Signature		Title		
Print Name		Dated		

REQUEST FOR BID RFB #25-0059 River Sand

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

River Sand per KDOT specifications, 2015 Edition, Division 1100, Section 11003-R04-Product Control Fine aggregate type FA-A, size requirements per table 1102-6: Grading Requirements for Fine Aggregates

Sedgwick County forces will pick up River Sand at plant site

*Sedgwick County cannot guarantee the actual quantity, this is an estimation: 5,000 tons and as needed

Plant site must be accessible on Saturday. Public Works Department will notify successful vendor 24 hours prior to any Saturday haul.

Please provide the location of plant site.

Quantity	Unit	Description	Price Per Ton	Total
5,000*	Ton	River Sand	\$	\$

State location of Plant Site Address:		