

(_____)Published in The Wichita Eagle, Tuesday, May 10, 2016.

FORMAL BID – FB640101

Sealed bids will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **TEN O’CLOCK A.M., FRIDAY, MAY 20, 2016.** "Request for Formal Bid" form **MUST** be used to submit your bid unless you are submitting your bid on our website at (<https://ep.wichita.gov>) using your secure login/password:

VARIOUS DEPARTMENTS, BOARDS AND AGENCIES

Overhead Door Repair

AS PER SPECIFICATIONS

F.O.B.: Wichita, Kansas

Bids will be opened after ten o’clock a.m., in the Board Room, 1st Floor, City Hall, 455 North Main, Wichita, Kansas.

Specifications and bid forms are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202, (316) 268-4636. This information may also be obtained on our website above.

Dated at Wichita, Kansas this 5th day of May, 2016.

Melinda A. Walker
Purchasing Manager

NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

FORMAL BID

FB640101

Purchasing Department

Overhead Door Repair

Responses are due before:

Friday, May 20, 2016 10:00:00AM

RETURN TO:

City of Wichita
Purchasing Manager
City Hall, 12th Floor
455 N Main
Wichita KS 67202



CONTACT INFORMATION:

Contact: Clarence Rose

Phone: (316) 268-4414

Fax: (316) 268-4656

455 North Main
12TH FLOOR
Wichita, KS 67202

e-mail: crose@wichita.gov

DELIVERY INFORMATION

Deliver To: MELINDA WALKER
PURCHASING MANAGER
455 N MAIN 12TH FL
PURCHASING DIVISION
WICHITA, KS 67202-

Phone: (316) 268-4411

Fax: (316) 268-4656

e-mail: mwalker@wichita.gov

PLEASE QUOTE DELIVERED PRICES ON THE EQUIPMENT, MATERIAL OR SERVICES LISTED BELOW

GROUP 1

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	Overhead door repair for all types and brands of overhead doors in use on City Buildings. Hourly rate for labor only (8:00 a.m.-5:00 p.m. Monday-Friday)- One Person	240.00	HR	_____	_____
2	Overhead door repair for all types and brands of overhead doors in use on City Buildings. Hourly Rate for labor only (8:00 a.m-5:00 p.m., Monday-Friday)- Two Persons	240.00	HR	_____	_____
3	Lift Charge per Lift per Hour	240.00	HR	_____	_____
4	Percentage (%) markup on cost for materials and parts.	1.00	LS	_____	_____

Material & Parts at \$10,000 x _____ %

Example: \$10,000 x 25% = \$2,500

\$10,000 + \$2,500 = \$12,500

Enter \$12,500 as the Lump Sum Amount

Note: If bidding online, state the percentage (%) markup in the comment box and your lump sum amount in the unit price.

GROUP 1 TOTAL

Solicitation Total:

\$

Vendor Name

Telephone Number (including area code)

Vendor Address

Fax Number (including area code)

Vendor City/State/ZIP

E-mail Address

Signature

Vendor TIN/FEIN/SSN

Printed Name

Billing Terms

Title

Delivery or Completion Date

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON ACCEPTANCE OF ANY OR ALL ITEMS, UNDER THE TERMS AND CONDITIONS SHOWN ABOVE AND ATTACHED TO THIS FORM, BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.

THIS FORMAL BID FORM MUST BE SIGNED!

VARIOUS CITY OF WICHITA DEPARTMENTS, BOARDS, AND AGENCIES SPECIFICATIONS FOR OVERHEAD DOOR REPAIR

Provide door repair service on an "as needed" basis and as specified by authorized City personnel to include, but not limited to, the following:

- A. Replacing/Rewinding Cable
- B. Replacing/Rewinding Springs
- C. Replacing/Repairing Operator or Track
- D. Replacing/Straightening Door Sections

Only original equipment new parts are to be used in the repair unless otherwise approved by authorized City personnel. The City reserves the right to furnish any parts necessary for the repair.

The successful Vendor will be responsible for installing new replacement operators supplied by the City when requested by authorized City personnel.

NOTE: Vendor is to leave all old parts at the job site. Parts will be disposed of by City personnel.

All bidders are to bid an hourly labor charge only. The hourly rate is to include any and all incidental costs such as per diem, portal to portal charges and like charges. The hourly rate is for labor only and any materials or parts used in a repair are to be billed as a separate item. The City will only pay the hourly rate charge for actual time the Vendor personnel is on the job site, no travel time will be paid. The City will pay the standard hourly rate for service calls between 8:00 a.m. and 5:00 p.m. Monday through Friday. The City will pay one and one-half (1-1/2) times that rate for the service call after 5:00 p.m., all day Saturday, Sunday, and holidays. Historically, request for overtime work has been minimal.

The minimum charge the City will pay for one (1) service call per location will be the standard hourly labor rate for one (1) hour during regular hours and one and one-half (1-1/2) times that rate for the service call after 5:00 p.m., all day Saturday, Sunday, and holidays. Service call must include charges such as fuel, trip, mobilization, personal vehicle, service truck and mileage charges.

All work to be performed by qualified and experienced personnel. Additionally, all work performed must be guaranteed to be free from defects for sixty (60) days. Such defects shall apply to faulty materials and workmanship. In the event of the development of said defects, the vendor shall remedy the failure at their own expense within a reasonable time after the notice. Vendor is to furnish to the City any manufacturer's warranty on material.

Vendor must have personnel available to answer service calls 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays), with proper repairs being completed within 24 hours OR the next workday from the time the Vendor is notified.

Vendors to provide a means for being contacted 24 hours per day, 7 days a week for problems that occur after normal work hours that will not wait for the next normal work day. This will include providing an after-hours phone number to call (i.e., answering service or like service). In order to address a serious emergency with overhead doors, all bidders will be required to provide the names and phone numbers of at least two (2) people who are company employees.

The quantities listed are estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract/agreement.

The successful bidder will be required to enter into an contract to provide Overhead Door Repair at the prices quoted on an "as needed" basis to the Various Departments, Boards, and Agencies of the City of Wichita for a period of one (1) year with options to renew under the same terms and conditions for one (1) or two (2) additional one (1) year periods by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.

Vendor may be requested to submit a quotation on a project at no additional cost. The City of Wichita reserves the right to accept or reject all bids. The City of Wichita reserves the right to competitively bid projects per the City bid process.

The successful bidder must also agree to comply with the Non-Discrimination and Equal Employment Opportunity Statement which is attached and made a part of these specifications by reference hereto.

***** END OF SPECIFICATIONS *****

GENERAL SPECIFICATIONS

BID FORMS

Unless bidding on-line, all bids **MUST** be submitted on the enclosed "Request For Formal Bid" form and signed by an officer or employee authorized to sign bids. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, **must** be noted on the front of the "Request For Formal Bid" form to be considered. The "Request For Formal Bid" form is to be submitted in the enclosed pre-address envelope.

Bidders are requested to submit current literature or brochures relating to their bid.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

BILLING TERMS

Discounts for prompt payment will be considered in the evaluation of your bid. The discount time will not begin until the City receives all of the commodities or services. If testing is required, the discount time will begin upon completion of the testing. Billing terms must be noted on the bid form to consider the deduction in the award.

CONTRACT

The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their bids.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Bid" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Board of Bids and Contracts to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Board of Bids and Contracts a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Board of Bids and Contracts.

AWARD

The City, through its Board of Bids and Contracts reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

If there are tie bids, the Board of Bids and Contracts will recommend the successful bidder, and final determination will be made by the City Council.

THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID, BASED ON ESTIMATED QUANTITIES.