



Harvey County Parks

314 N. East Lake Road

Newton, Ks. 67114

(316)283-5420

INVITATION TO BIDDERS

1. Harvey County, Kansas will accept bid proposals for the removal and replacement of **roofs**, for the Harvey County Parks department. See attached requirements. A copy of any applicable warranty or guarantee must accompany the bid along with an estimated completion date.
2. Bid proposals must be sealed and clearly labeled ***“West Park Roofs”***, with name and address of vendor on the envelope. Bids will be mailed to: **Harvey County Administration Office, PO Box 687, 800 N. Main Street, Newton, KS, 67114.** They will be received by the Harvey County Administration office until **5:00 PM on Friday, October 27, 2023**, and opened in public by the Board of Harvey County Commissioners on **Tuesday, October 31, 2023**, at around **9:30 AM** at the Commission meeting at the Harvey County Courthouse, 800 N. Main St., Newton, Kansas.
3. A site visit is to be conducted on Thursday, October 19, 2023 between the hours of 9am and 11am at Harvey County West Park, 2731 West Park Rd., Burrton, KS. 67020. Roofs to be replaced are the Residence Garage and Storage Shed.
4. If additional information or questions arise, call **Kass Miller, Parks Director, at (316)283-5420.** Mailing address is 800 N. Main St., PO Box 687, Newton, KS, 67114.

BID CONDITIONS

1. Harvey County, Kansas reserved the right to select the bid proposal which best meets its required needs and quality requirements.
2. Harvey County reserves the right to reject any or all bids, to accept or reject any item or items in the bids, and to waive any irregularities in the bids.
3. Faxed and e-mailed bids will not be accepted.
4. Bids may be corrected or withdrawn prior to the stated deadline. Requests for all such transactions must be submitted to Kass Miller, Parks Director, prior to the deadline. Correction or withdrawal of inadvertently erroneous bids after the deadline but before the award, or cancellation of awards or contracts based on mistakes, shall be permitted only upon authorization of the County Administrator.
5. The bid and/or contract will be awarded to a qualified vendor submitting the lowest responsible bid or best proposal as determined by the Board of County Commissioners after review of all vendor proposals and recommendations by the user department(s). Harvey County interprets the term lowest responsible bid/proposal as requiring Harvey County to (A) choose between the kinds of materials, goods, wares, or services subject to the bid, and (B) determine which bid is most suitable for its intended use or purpose. Harvey County can consider among other factors, however not limited to, such things as labor cost, service and parts availability, and maintenance cost of items upon which bids are received. All requested information must be provided. If you cannot respond to the request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Harvey County in analyzing your bid.

6. All items furnished must be the best of their respective kinds and be free from defects in material and workmanship. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
7. Insurance Coverage – The vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide a certificate evidencing such coverage with Harvey County, Kansas, its elected and appointed officials, employees, and volunteers listed as an additional insured, except for professional liability.

All insurance must be written by an insurance company authorized to do business in the State of Kansas. Misrepresentations of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

- a) Worker's Compensation Insurance: The Firm shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Harvey County, executed by the insurance company. Thirty (30) days' notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested
 - b) Commercial General Liability: The firm shall procure and maintain, for the life of the contract, Commercial General Liability (CGL) Insurance. The CGL, or its equivalent, will have limits not less than \$1 million per occurrence. Coverage shall include premises and operations; independent Firms' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. The policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds. A copy of this endorsement shall be provided to the County prior to commencement of work. Thirty (30) day notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.
 - c) Business Automobile Liability: The firm shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$50,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.
8. Pursuant to K.S.A. 44-1030, and any amendments thereto, unless (i) the bidder to whom any contract shall be awarded employs fewer than four employees or (ii) has contracts with the County that cumulatively less than \$5,000 during the County's fiscal year, any contract for construction, alteration or repair of any public building or public work or the acquisition of materials, equipment, supplies or service shall contain provision by which the contractor agrees that:
 - a) The contractor shall observe the provision of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b) In all solicitations or advertisements for employees, the contractor shall include the phrases "equal opportunity employer," or similar phrase to be approved by the commission;

- c) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments there to, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; and
 - d) The contractor shall include the provisions of subsection a through c in every subcontractor purchase order so that such provisions will be binding upon such subcontractor or vendor.
9. The Contractor, its agents and employees are to be considered by Harvey County as independent contractors. No employer or employee relationship between Harvey County and the Contractor is to be created by this agreement.
 10. The Contractor and its employees shall at all times maintain a courteous and polite manner with members of the public. At no time shall a Contractor or the Contractor's employees discredit Harvey County with their demeanor or action.
 11. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, or vegetation (such as trees and shrubs) on Harvey County public use areas. If the contractor fails to do so and damages any such buildings, equipment, and vegetation, the Contractor shall replace or repair the damage at no expense to Harvey County. If the said Contractor fails or refuses to make such a repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
 12. Installer must be certified roofing contractor for the roofing system to be installed.

BID PROPOSAL REQUEST

Harvey County – Parks Department

Harvey County is seeking bid proposals to remove and to replace the roof on two structures at Harvey County West Park. The structures are referred to as the Residence Garage and the Storage Shed, 2731 West Park Rd., Burrton, KS. 67020.

Deviations

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviation within the submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the County as being the lower price, unless the bidder requested in writing a correction or withdrawal of the Proposal prior to the date and time set for opening.

Award of Contract

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the County within 30 days of the bid proposal opening date. This solicitation does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The County may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the County.

Weather

The Residence Garage and Storage Shed shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the buildings through any roof openings.

Clean Up Site

All outside and inside areas of the buildings and grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.

SUCCESSFUL BIDDER WILL INSTALL THE FOLLOWING PER MANUFACTURER'S RECOMMENDATIONS

1. Remove the existing roofing material down to the original decking on the entire roofing substrate. All material removed from property must be properly and legally disposed of.
2. Install new underlay system. The new underlay system materials shall be fully adhered to the existing deck as per manufacturer and industry specifications.
3. Install new decking material if needed to support roofing system.
4. Install new Standing Seam Double Lock 26 gauge metal roofing in a shade of green that best matches that of the West Park Residence roof.
5. All new roofing products shall be install per manufactures recommendations.
6. Provide and install all new sheet metal components including all flashings where needed.
7. Provide a 15 year warranty for all roofing products cover material with no depreciation and a 5 year workmanship warranty for all related work as well. Provide 15 year manufacturers warranty as well as a 2 year workmanship warranty for weather tightness of the project.

BID FORM

Harvey County – Parks Department

To the Board of Harvey County Commissioners,

The undersigned hereby certifies that the attached specifications and this bid form have been carefully examined and fully understand the intent. The undersigned proposed and agrees to provide the required materials, services, warranties, delivery and installation of items, in compliance with this bid form, and certifies that each roof meets or exceeds the attached specifications. *Any variances from the specifications are clearly noted and explained in detail on a separate form, and attached to the submitted Proposal.*

Roof #1, Residence Garage: \$ _____

Roof #2, Storage Shed: \$ _____

TOTAL: \$ _____

Describe included Warranty or attach copy of Warranty Sheet:

Completion time, in days, after award of bid: _____

Signed this _____ day of _____, 2023.

Firm Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Signature: _____

Print Name: _____

Telephone: _____ Email: _____

Harvey County reserves the right to reject any or all bids and to waive any irregularities therein.