



# SEDGWICK COUNTY, KANSAS

## *DIVISION OF FINANCE*

### **Purchasing Department**

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

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### **Request For Proposal**

**05-0081**

### **FIRE ALARM TESTING AND INSPECTION SEDGWICK COUNTY ADULT DETENTION FACILITY**

November 7, 2005

Sedgwick County, Kansas (hereinafter referred to as "*County*") desires to obtain services at the Sedgwick County Adult Detention Facility to locate, inspect, test, and submit a report on all fire devices, as listed in Section 2. It is anticipated that an official contract will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and two (2) copies of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday, November 29, 2005**. Responses must be in a sealed envelope and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed base pricing may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. Because purchases of this nature require the expenditure of public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

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Carol Bevelhimer, C.P.M.  
Purchasing Agent

**1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information Section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received.

**Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

**2. GENERAL & BACKGROUND INFORMATION**

Sedgwick County, located in south-central Kansas, is the most populous of Kansas’ 105 counties with a population estimated at more than 450,000 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 2700 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Adult Detention Facility houses approximately 1,200 inmates that are being held on charges ranging from traffic infractions to major felonies. Housing has a variety of configurations, from dormitory settings, up to high security sections. Due to the nature and occupancy of this building, access to many of the areas is restricted and may require escort. Prior notification to both the Project Administrator and Adult Detention Facility Personnel will be required for any person working in the facility at any time. This Request for Proposal has multiple components:

- Locate, Inspect and Test all Fire Alarm Devices and Dampers
- Confirm Estimated Device Quantities
- Provide Labor and Material to replace: 100 Smoke Heads and 20 Bases
- Provide Detailed Written Report
- Provide Excel Based Report on CD-ROM listing all Device information

The County is seeking a firm to conduct a complete inspection and testing of the fire alarm devices within the building. Device quantities are estimated to be:

AUDIO VISUAL SIGNAL DEVICES.....247  
VISUAL DEVICES.....172  
DAMPERS..... 66  
AUXILIARY DEVICES..... 22  
HEAT DETECTORS ..... 11  
PHOTO DUCT SMOKE DETECTOR..... 87  
PHOTO SMOKE DETECTOR ..... 1278  
PULL STATION – SINGLE ACTING..... 199  
SPRINKLER CONTROL VALVE..... 10  
TAMPER SWITCH..... 29  
WATER FLOW DETECTOR..... 13  
CONTROL PANEL..... 9

The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

### **3. OBJECTIVES**

Bring the Sedgwick County Courthouse in compliance with all codes, ordinances, and NICET 2 requirements pertaining to annual fire alarm testing fulfilling the requirements of the City of Wichita; and to provide Sedgwick County with updated documentation and information. The County has identified the following objectives as described herein:

1. Acquire services to inspect and test 100% of the fire alarm devices in the Adult Detention Facility. This includes all horns, strobes, speakers, detectors, pull stations, tamper switches, sprinkler control valves, water flow detectors, panels and related components of the system.
2. Acquire the services to inspect and test 100% of the fire/smoke dampers and related devices in the Adult Detention Facility.
3. Service provider to deliver a complete report of test results and recommendations within 10-days of completion of the work.
4. Service provider to submit reports and information detailed in Sections 11 and 12.
5. Service provider to supply material and labor to replace 100 smoke heads and 20 bases.
6. Satisfactory performance of Inspection, Testing and report itemizing all devices tested and describing all test results.

### **4. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide information in response to this document. Vendors will not be compensated for their participation in this selection process. A committee will judge each firm's response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents. Such ability will be determined by:
  - a. Meeting or exceeding all mandatory requirements.
  - b. Meeting or exceeding all minimum requirements.
  - c. Providing the County with the most advantageous proposal.

### **5. INSURANCE REQUIREMENTS**

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the proposer to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or insured. The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury	
Each Occurrence	\$500,000.00

Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$100,000.00
Bodily Injury Each Occurrence	\$500,000.00

**6. INDEMNIFICATION**

The vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under Worker’s Compensation Act, Disability Benefit Acts or other employee benefit acts.

**7. DELIVERY AND INSTALLATION**

Price(s) proposed must include shipping and handling. The successful vendor is responsible for maintaining a safe work environment and upon completion of installation, returning the workspace or area to its original state as approved by the County.

**8. CONTRACT PERIOD AND PAYMENT TERMS**

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal, as finalized, and receipt by the County of any/all required paperwork. .

The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payments for all specified service(s) and /or product(s) to the successful proposer can be made with the following criteria taken into consideration:

1. Successful completion of the service(s) or product(s) requested including all required reports, drawings and spreadsheets;
2. Receipt of a detailed invoice;
3. Final payment upon approval by County.

**9. TENATIVE TIME LINE**

The following dates are provided for information purposes and are subject to change without notice. Contact Carol Bevelhymer, Purchasing Department at (316) 660-7261 to confirm any/all dates.

Distribution of Request for Proposal to interested parties-----	November 8, 2005
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST-----	November 18, 2005
Addendum Issued-----	November 21, 2005
Sealed proposals due before 1:45 p.m. CST-----	November 29, 2005
Evaluation Period-----	November 29-30, 2005
Board of Bids and Contracts Recommendation-----	December 1, 2005
Board of County Commission Award-----	December 7, 2005

**10. QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process should be directed to Carol Bevelhymer, Purchasing Agent, at (316) 660-7261, or e-mail [cbevelhy@sedgwick.gov](mailto:cbevelhy@sedgwick.gov). Technical questions are to be directed to Robert Bean,

Facilities Project Administrator, at (316) 660-9083, or e-mail [rbean@sedgwick.gov](mailto:rbean@sedgwick.gov). All questions must be submitted in writing by 5:00 p.m. CST, November 18, 2005. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) by November 21, 2005 at 5:00 p.m. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

## **11. MANDATORY FIRM REQUIREMENTS**

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 RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form. Firms must:

- 1) Have proper certification(s) or license(s) for the services specified in this RFP.
- 2) Have the capacity to acquire all required bonds, escrows or insurances.
- 3) Have a minimum of three (3) years experience in providing services similar to those specified in this RFP.
- 4) Ability to successfully complete all services listed in this document and provide itemized invoice to the Project Administrator.
- 5) Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
- 6) Provide four (4) references verifying exemplary service. These references **MUST** have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
- 7) Provide verification that all employees selected to perform work on County property have passed a background check and are fully qualified and certified in fire alarm and fire damper services, including but not limited to NICET 2 as required by City of Wichita Fire Department and appropriate license to do business in Wichita. Proof of certification must be submitted with vendor response form; provide information on all Certifications held by proposer. NOTE: County may perform background check of any or all of contractor's employees or subcontractors prior to allowing work to begin.
- 8) Provide names and levels of certification for each person involved with this work.
- 9) Have appropriate certification and the ability to perform the following fire alarm system and fire damper services.
- 10) Inspection, Testing & Evaluation
  - a. Replacement or repair of all parts and assemblies of each fire damper.
  - b. Test each fire alarm-related device and each fire/smoke damper by activating signal from the fire alarm system.
  - c. Submit report of work performed, including all of the following:
    - a. Audio-Visual signal devices
    - b. Visual devices
    - c. Speakers
    - d. Fire- Smoke dampers
    - e. Auxiliary devices
    - f. Heat detectors
    - g. Photo duct smoke detectors
    - h. Photo smoke detector
    - i. Pull station
    - j. Sprinkler control valve
    - k. Tamper switch
    - l. Water flow detector
    - m. Control panel

- 11) Provide appropriate project supervision and quality control procedures.
- 12) 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.
- 13) Wear company uniform or ID badge for identification purposes.

## **12. MINIMUM REQUIREMENTS AND SPECIFICATIONS**

The County desires the most acceptable service(s) and product(s) available. The following specifications outline the minimum requirements for this RFP. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the purpose and meaning of the listed requirements, but should note that the proposed service(s) and product(s) which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. A planning layout for each floor will be provided to the successful proposer for the purpose of graphically documenting damper locations.

### **Vendor will be responsible to:**

- Locate, Inspect and test 100% of the Fire Alarm Devices and Fire/Smoke Dampers in the Adult Detention Facility.
- Keep legible and detailed documentation on all work performed under this RFP.
- Arrange for access to work areas in advance as necessary with Adult Detention Facility Personnel and County Project Administrator
- Schedule any shut down of service and/or utilities in advance with County Project Administrator.
- Detailed documentation including but not limited to the following:
  - Detailed report (3 copies written, 3 copies CD-ROM in spread sheet format) including :
    - Test Summary
      - Device type
      - Device Quantity
      - Number tested
      - Number passed
    - Test Report Details
      - Device type
      - Description
      - Location
      - Device ID Number
      - Address/Zone No.
      - Test performed
      - Test results
      - Tester name
      - Tester signature
    - Test Deficiencies
    - Recommendations

### **Warranty**

Provide warranty details for replacement part(s) and/or service(s) provided. Warranties become effective on the date of installation.

### **Safety and area protection**

Provide any barricades, tarps, plastic, or signage and other safety/traffic control equipment required to protect citizens or County employees that work in the area; as well as protecting furnishings from dust, debris or damage. When working above ceiling or in occupied areas, use HEPA vacuums as needed to contain all dust.

Require all contractor’s employees or sub-contractors to comply with safe work practices in compliance with OSHA regulations.

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.

**13. ADDITIONAL INFORMATION AND REQUIREMENTS**

Vendor must include an explanation on every requirement that describes how their proposal meets or does not meet the requirement.

<b>General specifications listed below are considered <i>Minimum</i> and may be exceeded. Indicate with a Yes/No which product(s) and/or services your company is able to perform.</b>			
		<b>Yes</b>	<b>No</b>
<b>Survey</b>			
1.	NICET 2 Certifications as applicable for Fire Alarm and related work		
2	Arrange for access to restricted areas.		
3	Locate all fire alarm devices, inspect and test		
4.	Locate all fire/smoke dampers, inspect and test		
5.	Provide 100 smoke heads and 20 bases, install as required, any unused will be delivered to Mike Jones as maintenance inventory		
6	Provide a detailed written report (3 copies). Listing detail specified in section 12 of this document.		
7	Provide a Microsoft Excel based spreadsheet on CD-ROM listing detail specified in section 12 of this document.		

**14. PROPOSAL CONTENT**

Proposal(s) should be organized in the following format and information sequence:

- A. Organizations complete name and address.
- B. Provide a brief description of your firm to include but not limited to:
  - Qualifications
  - Experience
  - Depth of staff
  - Quality control
  - Demonstrate firm’s ability to provide the outlined service(s) and/or product(s).
- C. Acknowledge and address in sequential order each mandatory requirement listed in Section 11.
- D. Acknowledge and address in sequential order each minimum requirement listed in Section 12.
- E. Acknowledge and address in sequential order each piece of information and requirement listed in Section 13.
- F. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
- G. Provide a completed Proposal Response Form.

**15. PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and is to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
5. Sedgwick County may award a purchase contract based on initial offers received without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers and make an award and/or conduct negotiations thereafter.
6. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
7. Prices proposed may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body and applicable to the material on the proposal.
8. Proposers MUST return three (3) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time stamp clock in the Purchasing Department will determine the time of receipt.
9. Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
10. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
11. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
12. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
13. If the successful vendor/supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
14. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
15. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
16. If a response to this Request for Proposal is accepted, the successful proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
17. Upon award, (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of

a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents executed by the Corporation's Secretary or Assistant Secretary.

18. Time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, that he or she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County and will not be returned. Sedgwick County will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
22. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
23. Sedgwick County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), and the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
24. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
25. The successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
26. The successful proposer agrees all data, records and information which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer 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 Proposal, is the property of Sedgwick County.
27. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
28. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

29. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests and the individuals involved on separate paper with the response will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
31. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
32. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open and competitive proposing among all vendors.
33. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
34. The Proposer must provide Sedgwick County with a toll-free telephone number OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Carol Bevelhymmer, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7261.

**PROPOSAL RESPONSE FORM  
 FIRE ALARM INSPECTION AND TESTING  
 SEDGWICK COUNTY ADULT DETENTION FACILITY  
 Proposal 05-0081**

**PRICING INFORMATION**

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

Pricing to locate, inspect and test all Fire Alarm Devices	<b>TOTAL PRICE</b>
	\$
Pricing to locate, inspect and test all Fire/Smoke Dampers	<b>TOTAL PRICE</b>
	\$
Pricing to provide 100 smoke heads and 20 bases. Installing as required.	<b>TOTAL PRICE</b>
	\$
Provide detailed written report listing details specified in section 12 of this document. (3 copies). Provide a Microsoft Excel based spreadsheet on CD-ROM listing details specified in section 12 of this document. (3 copies).	<b>TOTAL PRICE</b>
<b>GRAND TOTAL</b>	\$

Completion date \_\_\_\_\_

**PROPOSAL RESPONSE FORM  
FIRE ALARM DEVICE INSPECTION AND TEST  
SEDGWICK COUNTY ADULT DETENTION FACILITY  
Proposal 05-0081**

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal 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 bid entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

TAX PAYER I.D. NUMBER \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

TYPE OF ORGANIZATION (CHECK ONE) CORPORATION \_\_\_\_ PUBLIC \_\_\_\_ PRIVATE \_\_\_\_  
SOLE PROPRIETORSHIP \_\_\_\_ PARTNERSHIP \_\_\_\_

MINORITY BUSINESS ENTERPRISE \_\_\_\_ WOMAN-OWNED ENTERPRISE \_\_\_\_

SMALL BUSINESS ENTERPRISE \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

MANUFACTURER \_\_\_\_ DISTRIBUTOR \_\_\_\_ RETAIL \_\_\_\_ DEALER \_\_\_\_ SERVICE \_\_\_\_

**WE ACKNOWLEDGE RECEIPT OF ADDENDUMS:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) NO \_\_\_\_ DATED NO \_\_\_\_ DATED NO \_\_\_\_ DATED

In submitting this proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Dated \_\_\_\_\_

Please return entire document with response.