



SEDGWICK COUNTY, KANSAS

*DIVISION OF FINANCE*

**Purchasing Department**

525 N. MAIN, SUITE 823 WICHITA, KANSAS 67203 TELEPHONE (316) 660-7255 FAX (316) 383-7055

**REQUEST FOR PROPOSAL  
#08-0293  
ON-CALL PAINTING SERVICES**

October 15, 2008

Sedgwick County, Kansas (hereinafter referred to as “the County”) is soliciting proposals from qualified firms to provide “On-call Painting Services”. It is anticipated that an official contract will be issued after award by Board of County Commission. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Please carefully review this Request for Proposal; it provides information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, you must submit one (1) original and two (2) copies of the entire document, along with any additional information requested in a sealed container/envelope to the Sedgwick County Purchasing Department, 525 N. Main Street, Suite 823, Wichita, KS 67203, **on or before 1:45 p.m. CDT, October 28, 2008**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

All questions regarding this document should be submitted in writing to Joe Thomas, C.P.M., Senior Purchasing Agent at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) and Vance Hill, Facilities Project Administrator at [vhill@sedgwick.gov](mailto:vhill@sedgwick.gov) no later than 5:00 p.m. CDT, Tuesday, October 21, 2008 Any questions of a substantial nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing), under online services; current RFP’s to the right of the RFP number and description, by 5:00 p.m. CDT, Wednesday, October 22, 2008. Vendors are responsible for checking the web site and acknowledging any addendums in their response.

Proposed base pricing for services 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. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. More than one (1) proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

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Joe Thomas, C.P.M.  
Senior Purchasing Agent

## **1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/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/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 a product or service, of which quality, testing, references, 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. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service that best meets its required needs, quality levels and budget constraints.**

## **2. BACKGROUND and OBJECTIVES**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 475,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 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.

The County is seeking contract pricing for On-Call Painting Services for various buildings/facilities within Sedgwick County. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

The bulk of the services are provided during normal business hours (Monday through Friday, 8 AM to 5 PM). However, there may be times we request services outside of normal business hours.

The County desires the following:

- Acquire On-Call Painting Services meeting the parameters, conditions and mandatory requirements presented in this document.
- Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- Acquire On-Call Painting Services with the most advantageous overall cost to the County.

## **3. MINIMUM FIRM REQUIREMENTS**

The successful proposer must:

1. Have proper -license(s) for the services specified in this RFP.
2. Have a minimum of three (3) years experience in providing services similar to those specified in this RFP.
3. 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.
4. Provide detailed work experience for each employee assigned to provide services to the county. (Information includes but is not limited to skills, specialties and years of experience.)
5. Provide three (3) 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.
6. Keep legible and detailed documentation on all work performed under this RFP. Detailed documentation includes but is not limited to the following:
  - Requesting Department and/or Division Name
  - Building Name
  - Building Address
  - Date of Service
  - Time In / Time Out
  - Service(s) Performed

Total(s) square feet of area worked  
Material(s) Used  
Employee Name(s)  
Job Title of Employee  
Department Representative

7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform two (2) jobs simultaneously, safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor.
9. Park only in designated areas and display parking permit provided.
10. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
11. Wear company uniform or ID badge (provided) for identification purposes.

#### **4. MINIMUM MANDATORY REQUIREMENTS AND SCOPE OF WORK**

The specifications outlined in this document are intended to serve as minimum. Vendors responding to this document should meet or exceed the specifications outlined. Any exceptions to the specifications should be clearly identified and detailed in vendor's response.

1. Provide all tools and equipment (brushes, rollers, sanders, tape, drop cloths, sandpaper, hand tools, etc.) used in the performance of the work.
2. Materials and services provided by the Contractor shall comply with all current Federal, State, local, and municipal laws, ordinances, rules, and regulations.
3. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
4. Contractor shall provide cell phone number of the on site facilitator for each project to the Project Administrator and the requestor of services.
5. Provide all material, equipment, and manpower within a reasonable response time. Contractor shall respond to request for painting/skim coat services within two (2) weeks. Estimates requested shall be performed within five (5) working days of request.  
Contractor shall make every attempt to accommodate requested dates for service.
6. This document is based on a price per square foot, however County will typically request a contractor pre site visit to establish square foot, colors, any needed repairs, pre-identify any potential work above and beyond this document and scheduling. Site visits, (estimates) will be considered part of the scope and shall be at the contractor's expense.
7. Square Foot rate shall include labor – direct and indirect costs, overhead, and profit.
8. All work is to be completed in a safe and timely manner. No payments will be made to the contractor until the project is satisfactorily completed.
9. Contractor shall provide workers who are fully trained to the skill level necessary to complete the job in a satisfactory manner. Should the County determine that a worker is not competent to complete the job; the County will either insist on a substitute worker with appropriate skills or cancel the purchase order without penalty to the County. The substitution of a worker will be done at no additional cost to the County. The County is the sole judge of worker competence.
10. Vendor's personnel must dress and act in a professional manner and have identification in their possession at all times.
11. Vendor is responsible to protect his or her personnel and others from injury on all work done for the County.
12. It will be the responsibility of the vendor to arrange access to work areas if and when necessary.
13. Successful contractor shall be responsible for compliance with OSHA Bloodborne Pathogen regulation(s).
14. Services described in this document are intended to be performed under normal conditions and applications. An area to be prepared for and painted or skim coated that has abnormal damages or repairs beyond listed in section 4, 1 (surface preparation), items a-f shall be estimated and approved by the department representative or Project Administrator.

14. After any and all work has been completed, vendor shall guarantee all workmanship and materials to be free from defects, rust, and/or peeling for a period of one (1) year.
15. Any deficiencies upon final inspection must be repaired within ten (10) working days
16. When requested, contractor shall provide material submittals to the Project Administrator prior to beginning any work.
17. Contractor shall use similar grade products that meet or exceed the existing product.

Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

**1. Surface Preparation**

- a. Contractor shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape, nails, screws or other adhesive materials as well as cleaning areas (i.e. jambs and door facing) where accumulations of dirt, grease, or grime may prevent proper paint adhesion.
- b. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting.
- c. Existing textured walls are to have all voids, cracks, holes, etc. filled with a compatible material and be clean, dry, and free of dirt/dust prior to the application of primer, texture, and paint.
- d. Plaster wall surfaces are to be cleaned, dry, and free of dirt and dust, and all voids filled with a compatible material prior to the application of paint. These surfaces will not receive texture.
- e. All exterior surfaces to be painted are to be pressure cleaned, as necessary, to remove dirt, stain, and mildew prior to painting.
- f. The doors, frames, and trim are to be properly sanded and prepped prior to the application of any paint.

**2. Furniture Moving Services**

- a. The contractor shall be responsible for moving and returning furniture to its original location (stand-alone desks, cabinets, and bookshelves, chairs, plant stands, etc.), for the purpose of painting applicable surfaces behind the furniture. In addition, items hung on the walls shall be removed and replaced by the contractor.
- b. Modular furniture that needs to be moved must be coordinated with the County's representative at the site visit. This service will be at the County's expense.  
The contractor shall avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as refrigerators in which special contents requiring refrigeration may be stored without prior coordination and approval of the County representative.

**3. Paint Application**

- a. Contractor shall store, handle, and apply all materials according to manufacturer's specifications, and in compliance with all applicable government regulations.
- b. Install materials in accordance with manufacturer's instructions.
- c. Install material in proper relation with adjacent construction and with uniform appearance. Clean and prime area as recommended by manufacturer.
- d. Contractor shall provide all equipment necessary, including electricity and water if not available on site, to safely accomplish all work.
- e. All coating applications or mixing, thinning of material must be performed in accordance with the manufacturer's specifications.
- f. All paints shall be thoroughly stirred and/or shaken per manufacturer's specifications.
- g. All paint in any one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the applications of the successive coats of paint to any surface be less than that recommended by the paint manufacturer.
- h. The rate of coverage per gallon for the paint to be applied shall not exceed the maximum rate recommended by its manufacturer.
- i. All coated surfaces shall be free of all dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.

- j. Only skilled painters shall be used on the work to ensure finished surfaces shall not show brush marks or other irregularities.
- k. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture. Separate coats shall conform to the dry film thickness specified and shall have a distinguishable color difference from the preceding or subsequent coats.
- l. All paint may be rolled or sprayed on all textured or plaster surfaces, provided contractor complies with section 5 (Clean Up and Precautions).
- m. Top, side, and bottom edge on all doors shall be painted.

**4. Exterior Painting**

- a. Any rough or peeling surfaces anywhere on the exterior shall be thoroughly scraped with either scrapers or wire brushes and shall be feather edged with sandpaper before being primed with the appropriate primer for either wood or metal prior to the application of two coats of finish as specified.
- b. All pitch (roof tar) shall be removed from gutters, flashing, and fascia boards prior to the application of primer coat. All pitch (roof tar) shall also be removed from all copper and aluminum gutters, gutter flashings and fascia.
- c. All window frames and doorframes shall be caulked prior to application of paint. All necessary glazing and caulking shall be done prior to the application of the primer coat around window glass. Caulking shall include between windows and brick work and between coping and brickwork and between coats where two coats are specified.
- d. Two coats of paint to be applied to all exterior surfaces with forty-eight (48) hours to be allowed between coats where two coats are specified.
- e. All doors shall be painted on both sides, jamb edges, top and bottom.
- f. All operable windows shall open freely upon completion of work.

**5. Clean Up and Precautions**

- a. All rubbish accumulated from a job shall be removed daily from the County's premises by the contractor, at the contractor's expense and disposed of in accordance with manufacturer's recommendations. No trash, paint buckets, or other debris is to be placed in dumpsters or other trash facilities belonging to County.
- b. The work area shall be cleaned at the end of each work day. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property.
- c. The set-up area is to be protected from damage to surface of grounds. Extra precaution should be taken as not to damage surrounding building walls, landscaping, parking lots, and sidewalks.
- d. At completion of each assigned job, the contractor shall also remove any drippings, spills or paint residue on finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced.
- e. Contractor and contractor employees shall prevent accidental spilling of paint materials and in the event of spill immediately remove all spilled materials and clean to the original condition.
- f. All surfaces, floors, and County property not to be textured or painted shall be completely protected at all times. Furniture, floors, surfaces, and other County property must be protected by covering with drop cloths or other type of covering, moving, masking, or employing detailed application methods. Any dropped paint shall be removed.
- g. The contractor shall be responsible and use utmost care in the protection of the occupant's property; including all screens, windows, walkways, shrubbery, parked vehicles, and any other property in the area, from paint and/or other damage.
- h. Extreme care shall be taken to safeguard all existing facilities, site amenities, building structures, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the contractor and shall be repaired and/or replaced at no additional cost to the County.
- i. All clean up requirements will be completed before payment is processed for a job.

**5. PAYMENT INFORMATION**

Payments for all specified product/services to the successful proposer can be made with the following criteria taken into consideration:

Delivery and acceptance of the proposed service

Receipt of detailed invoicing  
 Invoices must be delivered to each requesting department for each project and indicate the materials used and services description.

**6. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposers to provide services in response to this document. A review committee will select the proposals that appear most beneficial to Sedgwick County.

Representatives of Sedgwick County will judge each firm’s response as determined based on the following criteria:

1. Meeting all Request for Proposal Conditions, miscellaneous instructions, qualifications and requirements as outlined herein, and the clarity, completeness and comprehensiveness of the proposal
2. Relevant experience and knowledge in providing similar services
3. Quality of services
4. Meet or exceed all requirements listed herein
5. Proposing services and product described herein with the most advantageous and prudent methodology, costs and schedule to the County

**7. INSURANCE REQUIREMENTS**

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker’s compensation and employer’s liability. Certificate shall be provided with bid/proposal submittals. 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. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to the County.

The following minimum coverage is generally required of vendors providing service:

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	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$500,000.00

## **8. 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 providers 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

## **9. CONTRACT PERIOD**

A contractual period with the successful firm will begin following award from Board of County Commission and will be for two (2) years with two (2) one (1) year options to renew.

The Provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County's worker's compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.

## **10. TERMINATION**

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

## **11. GENERAL CONTRACT PROVISIONS**

The following is language the County requires for all contracts that are entered in to.

### **1. AUTHORITY TO CONTRACT.**

- a) **Affirmation of Legal Authority.** Vendor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Vendor to act in connection with the application and to provide such additional information as may be required.
- b) **Required Documentation.** Domestic (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.

## 2. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between Vendor and County is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Vendor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, neither Vendor nor employees of Vendor will be within the protection or coverage of County's worker's compensation insurance, nor shall Vendor or employees of Vendor be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Vendor.

### 2. PERSONNEL

1. **Qualified Personnel.** Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract.

2. **Minimum Wages.** Vendor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

3. **Employee Conflict of Interest.** Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

### 3. PROHIBITION OF CONFLICTS OF INTEREST.

1. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

2. **Interest of Vendor.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, would conflict in any manner or degree with the performance of services required to be performed under this contract.

3. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Vendor at time of agreement, 2) an employee of Vendor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Vendor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Vendor or Vendor's competitors.

4. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Vendor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that Vendors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

#### 4. FUNDING.

1. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement 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 this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

2. **Non-Supplanting Existing Funds.** Vendor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

#### 5. RECORDS, REPORTS AND INSPECTION.

1. **Documentation of Costs.** All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

2. **Maintenance of Records.** Except as otherwise authorized by County, Vendor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

3. **Reports.** During the term of this contract, Vendor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Vendor will be withheld by County if Vendor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

4. **Audit.** Vendor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

5. **Availability of Records.** Vendor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

6. **Vendors Purchasing Procedure.** Vendor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Vendor agrees to make available a written description of its purchasing procedures if requested by County.

7. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

#### 6. METHOD OF BILLING AND PAYMENT.

1. **Billing Procedures.** Vendor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.

3. **Reimbursement Restrictions.** Payments shall be made to Vendor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Vendor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

4. **Pre-disbursement Requirements.** Vendor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Vendor.

5. **Mailing Address.** Payments shall be mailed to Vendor's address as set forth herein.

#### **7. LICENSES AND PERMITS.**

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Vendor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, at its discretion.

#### **8. EPA APPROVED BUILDING.**

Vendor will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

#### **9. HANDICAPPED ACCESSIBILITY.**

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements of the Americans with Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

#### **10. ASSIGNMENT.**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### **11. MODIFICATION.**

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

#### **12. SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

### 13. COMPLIANCE WITH APPLICABLE LAWS.

1. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

2. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

3. **Compliance with Law.** Vendor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

4. **Access to Meetings.** Vendor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

### 14. DISCRIMINATION PROHIBITED.

1. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain the following provisions. Therefore, Vendor agrees to the following:

- (1) Vendor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
  - (2) In all solicitations or advertisements for employees, Vendor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
  - (3) If Vendor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
  - (4) If Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
  - (5) Vendor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor
  - (6) The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).
- (b) Vendor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);
  - (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, & 1606);
  - (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
  - (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
  - (5) The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
  - (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
  - (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
  - (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).
- c) Vendor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Vendor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

## 16. TERMINATION OF CONTRACT.

- a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:
1. A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.
  2. A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
  3. County fails to pay to Vendor, within thirty (30) calendar days after Vendor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.
  4. In the event of termination, such information prepared by Vendor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

5. Notwithstanding the above, Vendor shall not be relieved of liability to County by virtue of any breach of this contract by Vendor and County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due County from Vendor are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Vendor and termination shall be effective no earlier than thirty (30) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Vendor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

#### 17. **PAYMENT CALCULATION UPON TERMINATION.**

In the event of termination under this agreement by either party, any amount owed Vendor will be calculated based solely upon the fair value to the County provided by Vendor to the point of termination. In the event of Termination, County will only pay Vendor the value of such Vendor's work to the point of termination which remains usable by County. In no event after termination will Vendor be entitled to an amount in excess of the maximum contract amount.

#### 18. **INDEMNIFICATION AGREEMENT.**

All parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

#### 19. **NOTIFICATION.**

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Facilities  
Attention: Vance Hill  
525 N. Main, Ste 135  
Wichita, KS 67203  
Phone (316) 660-9075

Sedgwick County Legal Department  
Attention: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203-3790

#### 20. **CONFIDENTIAL INFORMATION.**

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Neither party shall use, duplicate or divulge to others any confidential information disclosed to that party by the other party in the course of performance of this Agreement without first obtaining written permission from that party, to the extent allowed by law.

**21. NO INFERENCES REGARDING DRAFTER.**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identify of the drafter shall be applicable in interpreting or enforcing this Agreement.

**22. WARRANTIES AND REPRESENTATIONS.**

Vendor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Vendor shall immediately correct any error or defect at no additional cost to County. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

**23. LIABILITY INSURANCE.**

Vendor agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement in such a form and manner as to provide coverage for any and all errors and omissions made during performance of this Agreement:

- General Liability Insurance \$500,000 per occurrence
- Worker's Compensation Per State Statute
- Employers Liability: \$100,000 Bodily by Accident  
\$500,000 Bodily Injury by Disease  
\$100,000 Bodily Injury by Disease each Employee
- Business Auto \$500,000 combined single limit per occurrence (Owned & Non-Owned)

Liability insurance coverage must be considered as primary and not as excess insurance. Vendor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Sedgwick County Counselor for approval. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.

**24. REMOVAL OF REPRESENTATIVE.**

Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.

**25. SAVINGS CLAUSE.**

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by said Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions that shall be construed in all respects as if the invalid or unenforceable provision were omitted.

**26. PUBLIC NATURE OF AGREEMENT.**

This agreement and all addenda, exhibits and attachments thereto are public documents that will be filed with the Sedgwick County Clerk.

**12. TENTATIVE TIME LINE**

The following dates are provided for information purposes and are subject to change without notice. Contact Joe Thomas, Purchasing Department at (316) 660-7265 to confirm any/all dates.

Distribution of Request for Proposal .....	October 15, 2008
Questions Due by 5:00 p.m. CDT .....	October 21, 2008
Response to questions posted by 5:00 p.m. CDT. ....	October 22, 2008
Sealed proposals due before 1:45 p.m. CDT. ....	October 28, 2008
Review proposals, conduct interviews.....	October 28 through October 31, 2008
Board of Bids and Contracts recommendation .....	November 6, 2008
Board of County Commission award.....	November 12, 2008

**13. PROPOSAL CONTENT**

The Proposal should be organized in the following format and information sequence:

1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to deliver the required services.
2. Provide a list of three (3) past or current client references; include organization, address, date of services, scope of services/product, contact person, telephone number, and an email address.
3. Clearly address in sequential order each of the minimum firm requirements listed in Section 3.
4. Clearly address in sequential order each of the minimum mandatory requirements listed in Section 4. 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 services.
5. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
6. Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
7. Complete and return the completed Proposal Response Form that is provided at the end of this document.

**14. PROPOSAL CONDITIONS**

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

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
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. 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.
4. 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.
5. 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.

6. Proposals 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.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses 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.
9. 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.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services 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.
13. The proposer 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.
14. If a response to this Request for Proposal is accepted, the 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.
15. If a proposer is awarded a contract, Domestic (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.
16. 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, 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.

17. 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 regards 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.
18. Sedgwick County reserves 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.
19. 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.
20. 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), 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.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. The successful proposer 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.
24. 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.**
25. The Proposer agrees to comply with K.S.A. 44-1030, and 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.
25. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
  26. 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 and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
  27. No gifts or gratuities of any kind shall be offered to any County employee at any time.
  28. 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.
  29. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

**PROPOSAL RESPONSE FORM**  
**#08-0293**  
**ON-CALL PAINTING SERVICES**

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 submitting 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 proposal is 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 \_\_\_\_\_ DATE \_\_\_\_\_

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

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

TAXPAYER I.D. NUMBER \_\_\_\_\_

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

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

COMPANY WEBSITE ADDRESS \_\_\_\_\_

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

TYPE OF ORGANIZATION: Check all which apply:

Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_  
Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_  
Minority Business \_\_\_\_\_ (Certification #) \_\_\_\_\_ Woman-Owned Business \_\_\_\_\_

**ACKNOWLEDGE RECEIPT OF ADDENDA:** 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) under online services; current RFP's to the right of the RFP number and description.

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

**The term of the contract will be two (2) years with two (2) one (1) year options.**

Square foot painting, per door rate, and skim coat rates shall include labor – direct and indirect costs, overhead, and profit.

<b>PAINT PRICING PER SQUARE FOOT</b>	<b>INTERIOR APPLICATION</b>	<b>EXTERIOR APPLICATION</b>
Monday thru Friday 8AM to 5 PM	Per sq. ft.	Per sq. ft.
After normal hours and weekends	Per sq. ft.	Per sq. ft.
NEW WALL APPLICATIONS, INCLUSIVE OF ONE COAT PRIME AND TWO COATS PAINT	Per sq. ft.	Per sq. ft.
<b>PRICING PER DOOR</b>	<b>PRICE PER INTERIOR DOOR</b>	<b>PRICE PER EXTERIOR DOOR</b>
Paint application per door (average door is 3'.0 x 7'.0)	\$	\$
Prep, stain, finish wood per door (average door is 3'.0 x 7'.0)	\$	N/A
<b>SKIM COAT PRICING PER SQUARE FOOT</b>	<b>INTERIOR APPLICATION</b>	<b>EXTERIOR APPLICATION</b>
	Per sq. ft.	N/A

Provide any additional cost items for consideration below:

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

Printed Signature \_\_\_\_\_ Date \_\_\_\_\_