



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
Joe Thomas, Senior Purchasing Agent

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
www.sedgwickcounty.org/purchasing

REQUEST FOR PROPOSAL
#09-0113
AUTOMATED BRINE MAKER

May 8, 2009

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting proposals for the purchase and installation of a fully automated brine maker for the Public Works West Yard located at 4701 S. West St., Wichita, KS 67215.

Please carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, return one (1) original and three (3) copies of the entire Request for Proposal with a comprehensive proposal by **Tuesday, June 2, 2009, not later than 1:45 p.m. CDT** to the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203. Late or incomplete responses will not be accepted and will not receive award consideration.

A pre-proposal meeting has been scheduled for Thursday, May 14, 2009, beginning at 2:00 p.m. CDT at the Public Works West Yard, located at 4701 S. West St., Wichita, KS 67215 (Satellite Photo of site enclosed). Immediately following the pre-proposal meeting time will be available to tour the site. Attendance at this meeting is not mandatory but is strongly encouraged to assure that all firms receive complete information regarding this project. This will be the only opportunity for a staff-assisted visit to the site.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, at the Sedgwick County Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and the use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after 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 other persons not involved with the selection process.

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, **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, 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 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 which best meets its required needs, quality levels and budget constraints.**

2. BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 470,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties.

Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 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.

Sedgwick County Public Works' West Yard requires purchase and installation of a new downward flow automatic brine production plant system. The automatic brine production plant system shall be capable of producing 5,000 gallons of brine per hour. The system shall be capable of flushing out all sediment collected in the bottom of the vessel with salt level full in the tank. The system must be completely automated and be capable of producing brine without the intervention of an operator, and automatically monitor and control brine consistency during production.

3. OBJECTIVES

The County has identified the following objectives as described herein:

1. Acquire new downward flow automatic brine production plant system meeting or exceeding the parameters, conditions and mandatory requirements presented in this document.
2. Acquire the services of a vendor that has a proven "track-record" in performance, service, customer satisfaction, and experience with installation and implementation of automated brine production system.
3. Acquire products and installation services with the most advantageous overall cost to the County.

4. SELECTION CRITERIA

The selection process will be based on responses to this Request for Proposal. A committee comprised of Purchasing and Public Works' personnel will evaluate each firm's response as determined by meeting the following criteria (ranked in no particular order):

1. Capacity to provide the product and installation in a timely manner.
2. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
 1. 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. Providing three (3) references verifying exemplary service. These references MUST have received service(s) and/or product(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 service(s) and/or product(s) provided.
- b. Meeting or exceeding all mandatory requirements.
- c. Meeting or exceeding all minimum requirements.
- d. Providing the County with the most advantageous proposal (i.e. methodology and cost).

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any interviews.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

5. MANDATORY FIRM REQUIREMENTS

The following requirements are provided to assist vendors in completing a thorough response.

Firms must:

1. Have proper certification(s) or license(s) to distribute, deal, service and install product(s) at the time of bid closing.
2. Have provided services similar to those specified in this RFP.
3. Equipment must meet or exceed specifications listed in this document.
4. Provide demonstration of product and automation capabilities.
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 three (3) references verifying exemplary service. These references MUST have received product/services 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 detailed project supervision and quality control procedures.
8. 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.
9. 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).
10. Wear company uniform or ID badge for identification purposes.

6. MINIMUM FIRM REQUIREMENTS

Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm shall:

1. Submit price for equipment. (Pricing should include all shipping and handling charges.)
2. Submit price for installation of equipment. (Pricing should include all labor and materials required for installation.)
3. Provide warranty information for product(s) and installation.
4. Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the County.
5. Leave the work area clean and free of materials, tools, equipment and debris daily.
6. Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statues and industry standards.
7. Vendor is responsible for all clean up and haul off of all types of debris.

7. MINIMUM SPECIFICATIONS and REQUIREMENTS

The specifications listed below are considered *Minimum* and may be exceeded. Alternate items meeting fit, form and function of specifications may be submitted. However, Sedgwick County reserves the right to select the Proposal that most closely matches the specifications.

Salt Hopper

- Shall have a minimum capacity of 5 cubic yards
- Shall hold approximately .75 cubic yards of sediment without interfering with brine outlet.
- Hopper shall be of a non-corrosive material (like fiberglass & isophthalic resin with a coating of ceramic resin on the inside).
- Sediment collection area shall have a 15 degree slope towards a 12" x 12" sump to promote debris clean out. For ease and expediency of cleaning, the system shall be capable of being cleaned via a flush mechanism and to be accomplished without disassembly of any components of the unit.
- For ease and expediency of cleaning accumulated sediment, the system shall be capable of being cleaned with the salt hopper full of salt by a process of opening sump outlet cap and water flush valves.
- There shall be a 4" stainless steel bulkhead fitting for clean out with cam lock cap.
- All metallic items shall be 304 stainless steel.
- Salt hopper shall have a stainless steel debris screen located above the sump and sediment collection area.
- The screen shall have 3/16" diameter perforations.
- To allow for maximum flow, the debris screen shall be 60 feet square.
- Debris screen shall be capable of supporting 10,000 lbs. of salt evenly distributed across the total area.
- Screen frame shall have six permanently attached 3/8" diameter stainless steel eye-bolts connected to a poly sling for ease of removal and shall be removed in one piece.

Control System

- The system shall be a continuous brine production control system to be mounted inside a building.
- Brine concentration sensor shall monitor the brine temperature and automatically compensate brine concentration accordingly.
- Brine pumped from the salt hopper shall be monitored for salt concentration. Systems requiring an operator to manually test brine concentration will be deemed unacceptable.
- Brine concentration sensors shall be a conductivity sensor.
- All brine exiting the hopper shall pass over the brine concentration sensor that monitors brine between 19.6% and 27% concentration by weight.
- System shall include a color LCD touch screen display and display such details as:
 1. Production concentration in the form of % concentration by weight, for example: 23.3%
 2. Gallons of fresh water used to make brine.
 3. Self-diagnostic conductivity sensors.
 4. Status of machine operating normal "automatic mode", along with the status of all electronic components.
 5. Graphic items such as liquid flow, system components, parts manuals, and operational instructions.
 6. Self-diagnostic of electric valves shall indicate if and which of the valves is not functioning normally and the valve status (open or closed).
 7. Calibration shall be performed from the display located on the face of the machine. Programming parameters shall be password protected.
- There shall be 6 user selectable operating modes:
 1. Brine production
 2. Winterization
 3. System Test
 4. Component Rinse
 5. Simulation
 6. Default Settings

- The programmable logic controller (PLC) shall have a non-volatile memory with backup of programming.
- As the brine concentration is pumped from the salt tank, the brine shall be monitored for the desired concentration. If the brine concentration is above the target rate, the brine shall be returned to the salt hopper until the correct amount of water is automatically added to the incoming brine to produce the desired concentration. Once brine is at an acceptable tolerance of target concentration, the brine is to be diverted to storage tanks. If the brine is below the target rate, the system shall automatically divert brine to salt tank for a second pass through the salt bed to achieve the desired concentration.
- System shall be configured to accept a signal from a level sensor located in a storage tank to automatically stop brine production when tank is full. This circuit shall be capable of working with a normally open or closed level device and shall be configurable via operator display.
- System shall monitor total gallons of water used, salt used, and brine produced for record keeping.
- All valves shall include manual overrides for operation of system in the event of an electrical component failure.
- The system shall be completely self-diagnostic to include the pump, electrical valve and input signals.
- Electric components mounted onto control panel shall have UL rated conduit protecting connections and wiring outside of the enclosure.
- Individual components over 10A shall have circuit breakers and components less than 10A shall be fuse protected from the inside of the control panel.
- Fuses shall have diagnostic LED to detect fuse fault. Fuse fault shall illuminate red.

Mechanical Components

- Pump shall be constructed of cast 304 stainless steel with a stainless steel shaft and impeller.
- Electric pump motor shall be thermally protected 3 HP 220 Volt single phases.
- Pump seals shall be constructed of silicon carbide.
- Pump shall be capable of delivering 5,000 gallons per hour of salt brine to storage tanks with a dynamic head of 45 ft.
- All fittings and valves shall be manifold type glass filled polypropylene.
- Wetted steel components shall be kept to a minimum; all steel components shall be constructed of 304 stainless steel.
- All exposed electric components shall be rated at NEMA 12X.
- All fasteners shall be constructed of stainless steel.

Fully Automated Remote Truck Mounted Fill Package

- In the event that the system is producing brine at the same time as filling trucks, the system shall automatically divert brine to the truck fill hose.
- If brine is not being produced then brine from storage tanks shall be diverted to truck fill hose.

Air Purge System

- Package shall divert compressed air through the water supply line leading to the salt tank.
- System shall be configured to automatically purge water from line via an electric valve each time the machine stops production.

Single Additive Injection System

- The control system shall be capable of automatically injecting a predetermined ratio of brine and a single additive into the finished product tank (0 to 100%).
- There shall be a storage tank volume sensor to determine if enough volume is available to produce desired batch (ratio of brine and additive).
- There shall be actuated valves to divert brine or additive into the processing pump, with manual override mounted onto an expandable modular panel.
- There shall be a tank volume sensor to determine if enough additive is available to produce desired volume/ratio of batch.
- Process shall be fully automated with self-diagnostics.

Warning Beacon

- The control system shall be capable of activating a remote mounted lamp.
- Lamp shall blink when a machine fault has occurred or illuminate solid when low salt level is detected.

Miscellaneous Items

- Wiring Kit
- Hose Kit
- Storage tank fitting kit 2"
- Storage tank full level sensor
- A discrete sensor and interconnect kit to integrate into automation process.
- The sensor shall be capable to communicate with the automation process to shut off brine production when storage tank is full.

8. DELIVERY, INSTALLATION AND ON-SITE TRAINING

Price(s) proposed must include shipping, handling, delivery (FOB to the designated Sedgwick County Department), installation of brine maker and connection to storage tanks (making it fully operational), on-site training for each piece of equipment. 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.

9. 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 County.

Worker’s Compensation:

Applicable State Statutory Employer’s Liability

Employer’s Liability Insurance: \$100,000.00

Contractor’s Liability Insurance:

Form of insurance shall be by a Commercial General Liability and include
Automobile comprehensive/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

10. 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.

11. PAYMENT TERMS

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

- Delivery of the proposed service(s) and/or product(s);
- Successful set-up, implementation, installation and/or completion of the service(s) and/or product(s) delivered;
- Receipt of a detailed invoice;
- Payment won’t be made until above conditions are met.

12. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at jethomas@sedgwick.gov by 5:00 p.m. (CDT) Tuesday, May 19th. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CDT) Thursday, May 21st. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

13. TENTATIVE TIMELINE

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

Request for Proposal Issued-----Friday, May 8, 2009
Pre-Proposal Meeting at 2:00 p.m. CDT-----Thursday, May 14, 2009
Questions submitted in writing by 5:00 p.m. CDT-----Tuesday, May 19, 2009
Last Addendum Issued by 5:00 p.m. CDT-----Thursday, May 21, 2009
Proposal Responses Due by 1:45 p.m. CDT-----Tuesday, June 2, 2009
Proposal Evaluations and Interviews -----June 3 through June 9, 2009
Board of Bids and Contracts Recommendation -----Thursday, June 11, 2009
Board of County Commissioners Award -----Wednesday, June 17, 2009

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.
26. 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.
27. 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.
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. 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.
30. 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
#09-0113
AUTOMATED BRINE MAKER**

Pricing/Delivery Information (FOB Delivered –Public Works’ West Yard)

1 ea. Automated Brine Maker (Purchase and Installation)	\$
Calendar Days for completion of project:	
Manufacturer’s Brand Name:	
Warranty:	

PROPOSAL RESPONSE FORM
#09-0113
AUTOMATED BRINE MAKER

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) the person has read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated and upon signing of a contract; and (6) mistakes in writing of the submitted proposal will be the responsibility of the bidder.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship _____ Partnership _____ Minority Business _____ Woman-Owned Business _____

Small Business _____

GENERAL NATURE OF BUSINESS _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

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.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Signature _____ Date _____



4701 S West St, Wichita, KS 67217

W Angel St

S West St

W 47th St S

© 2009 Tele Atlas

© 2009 Google

Imagery Date: Jun 2004

37°36'34.05" N 97°23'29.81" W elev 1284 ft

Eye alt 2947 ft