



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F ? WICHITA, KANSAS 67203-3788 ? TELEPHONE (316) 383-7494 ? FAX (316) 383-7055

Request For Proposal 02-7250

INTERIOR PAINTING OF OFFICE AREA FOR HEALTH DEPARTMENT LOCATED AT 434 N. OLIVER

November 14, 2002

TO:

Sedgwick County, Kansas (hereinafter referred to as *County*) is seeking proposals to provide for prep and painting of interior offices located at 434 N. Oliver.

Carefully review this Request for Proposal, it provides specific information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete three (3) copies of the attached PROPOSAL RESPONSE FORM and return in a sealed envelope to the Sedgwick County Purchasing Department on or before 1:45 p.m., November 26, 2002. Late or incomplete responses will not be accepted and will not receive consideration for final award.

For the benefit of vendors, a Mandatory pre-proposal meeting will be held on November 20, 2002 at 9:00 A.M. at 434 N. Oliver.

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. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must 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.

Carol Bevelhymer, C.P.M.
Purchasing Agent

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. 55, 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 which measure how well a vendors approach meets the desired requirements and needs of the County. The County will thoroughly review all proposals received. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

BACKGROUND INFORMATION

The County Health Department as acquired the aforementioned location for the purpose of consolidation of services. The office is comprised of approximately 28,000 square feet, divided up into 13 office areas and conference room.

SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services in response to this document. Vendors will NOT be compensated for any part of the proposal submittal process. Sedgwick County will judge each firm's response as determined by meeting the following criteria:

1. Meeting all Requests for Proposal instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Providing references (which will be contacted) and/or past/current customers of the proposed services verifying service levels and capability of the proposer to provide a thorough solution.
3. Meeting all Requests for Proposal Mandatory Requirements and/or Specifications as outlined herein.
4. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.

The review committee will select the proposals which appear most beneficial. No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. 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.

SCOPE OF WORK

Repair small holes from wall hanging, such as pictures, etc.
Repair small cracks in drywall
Necessary prep to walls that have been repaired.
Paint all interior walls
Paint two(2) walls with accent color. One (1) office and one(1) entry/lobby offices
Paint metal door jambs (3) in a color to be determined.

Note: Drawing is attached for review

MINIMUM FIRM QUALIFICATIONS

This section lists the qualifications/criteria to be considered in evaluating the firms interested in providing the services specified in order for them to be considered for award. Specific responses to each must be provided in the accompanying Response Form. It is expected that the successful firm will exceed these qualifications. Firm will:

- 1. Have a minimum of three (3) years experience as a painting contractor
- 2. Contractor to be licensed and bonded.

MANDATORY REQUIREMENTS

Due to a County Standard for paint used (Sherwin Williams), the vendor will use as specified:
Main color SW 1039 Zurich White
Accent color SW 1287 Deep Maroon

BID BOND

A bid bond in the form of a cashier's check or valid bond issued by a recognized and acceptable bonding agency, for the amount equal to five (5) percent of the total amount proposed is required with the proposal.

INSURANCE REQUIREMENTS

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

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage. The County will be named as an additional insured. The following minimum coverage is generally required of vendors providing services:

Workers Compensation	
Applicable State Statutory	
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	

Form of insurance will be by a Comprehensive General liability and Comprehensive Automobile Liability.

Bodily Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Property Damage		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Personal Injury		
Each Person Aggregate		\$500,000.00
General Aggregate		\$500,000.00
Automobile Liability - Owned, Non-owned and Hired		
Bodily Injury Each Person		\$100,000.00
Bodily Injury Each Occurrence		\$500,000.00
Property Damage Each Occurrence		\$500,000.00
XCU Coverage - Remove exclusion		
Owner's Liability		
Bodily Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00
Property Damage		
Each Occurrence		\$100,000.00
Aggregate		\$500,000.00
Personal Injury		
Each Occurrence		\$500,000.00
Aggregate		\$500,000.00

HOLD HARMLESS

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, and hold harmless Sedgwick County, its elected and appointed officials, employees and volunteers and others working on behalf of the County, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the firm, by reason of personal injury, including bodily injury and death; and/or property damages, including loss of use thereof, which arises out of or is any way connected or associated with this contract.

PROJECT SCHEDULE AND CONTRACT PERIOD

The contract period for this project will be good from a period following approval by the Board of County Commission or County Manager, expected by December 4, 2002, provided that all necessary materials are available, and **allow 10 days for project completion**. Work should start as early as December 5, 2002. These dates are subject to change as the project develops and may be negotiated to ensure a successful project. The County will allow for reasonable extensions of this schedule in the event that incidents of *force majeure* necessitate work postponement or stoppage. The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted vendor to provide acceptable services as delineated in the response to this document.

PAYMENT INFORMATION

Payment for all specified services to the successful contractor will be made following:

- ?? Completion of specified job
- ?? Inspection and approval of job completion by Health Department Personnel

ADDITIONAL INFORMATION

Questions may be addressed to Chris Duncan, Health Department at 316-660-7323. Contact Carol Bevelhymer at 383-7532, in regards to purchasing questions.

PROPOSAL CONDITIONS

Vendor will understand that pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revokable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. 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 counter-offer on the part of the County.
6. **Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of this *Request for Proposal*. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. **Proposers MUST return two (2) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.**
8. **Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal opening date, and proposal opening time.**
9. Sedgwick County interprets the term "lowest responsible 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, availability of materials and supplies, 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 proposers.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
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 will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After award, if the successful proposer/ supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful proposer 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 General Statutes of Kansas, 1961 Supplement, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.

14. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
15. The Proposer agrees to comply with K.S.A. 44-1030 which reads as follows: "The Proposer hereby agrees that:
 - a. he/she will observe the provision of the Kansas Act Against Discrimination 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 handicap;
 - b. in all solicitations or advertisements for employees, he/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/she fails to comply with the manner in which he reports to the Kansas Act Against Discrimination, 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/she is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, he/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/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."
16. Sedgwick County will retain the right to reject any and/or all proposals received, and responses to this and/or related documents, 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 the Proposer's sureties and insurers are subject to the approval of the County.
17. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
18. 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. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Proposer fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
19. It will be understood that time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
20. The Proposer hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document will be Year 2000 compliant with existing County hardware, software, and applications where applicable. Verification must be provided in the response to this document.
22. 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.
23. 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 can not 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.
24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
25. Sedgwick County will accept responses transmitted via facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a

proposal response via facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)

26. By submission of a response, the Proposer agrees that at the time of submittal, he/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. Purchase contracts entered into as a result of this document are subject to the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
28. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
29. 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. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No pre-payments of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
30. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from the Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3672 (316) 383-7494.

**PROPOSAL RESPONSE FORM
 INTERIOR PAINTING OF OFFICE AREA
 343 N. OLIVER
 02-7250**

All firms interested in proposing MUST provide THREE (3) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN Tuesday, November 26, 2002, 1:45 p.m., to the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3672.

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the 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 _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____
 Sole Proprietorship ___ Partnership ___ Minority Business ___ Woman-Owned Business _____
 Small Business _____ Manufacturer _____ Distributor ___ Retail _____ Dealer _____

We acknowledge receipt of addenda: NO. _____, DATED _____; NO. _____, DATED _____,

PRICING INFORMATION

Painting of 434 N. Oliver

Interior walls using SW 1039 Zurich White \$ _____

Two (2) Interior walls using SW 1287 Deep Maroon \$ _____

Three (3) Metal Door Jambs \$ _____

Total \$ _____

Start Date: _____

Completion Date: _____

3. Identify at least four (4) clients, similar in composition to that of the County, who have direct knowledge of your firm's performance.

4. Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Date of Services: _____

Briefly Describe Scope of services: _____

5. Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Date of Services: _____

Briefly Describe Scope of services: _____

6. Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Date of Services: _____

Briefly Describe Scope of services: _____

7. Organization: _____

Address: _____

Contact Person: _____ Phone: _____

Date of Services: _____

Briefly Describe Scope of services: _____

8. Can your firm meet the Minimum Firm Qualifications listed on page 3?

Minimum Requirements	Yes	No	Comments
1.			
2.			

3. Can your firm meet the Mandatory Requirements on page 3?

Mandatory Requirements	Yes	No	Comments
1.			

3. Any additional information necessary to assist the County in evaluating your proposal may be listed here.
