



**SEDGWICK COUNTY, KANSAS  
DIVISION OF FINANCE  
PURCHASING DEPARTMENT**

[www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 383-7055

**REQUEST FOR PROPOSAL  
#04-0058  
ON-CALL PAINTING SERVICES**

September 29, 2004

Sedgwick County, Kansas (hereinafter referred to as the "County") is requesting proposals for on-call painting services, on an as-needed basis, for departments located throughout the County. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted that the County cannot guarantee the purchase of the services/product described herein.

Please carefully review this Request for Proposal; it provides general 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 (and any supporting information), in a sealed envelope/container to the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203-3672. Bids must be received no later than 1:45 p.m. CDT, Tuesday, October 19, 2004. Late or incomplete responses will not be accepted and will not receive considerations for final award.

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. 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 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.

---

Tamara L. Brandt  
Purchasing Department

## **A. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking services, as described on the cover page and in the following Scope of Work, Section D. 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 reviewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria to 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 judgement when determining whether to schedule meetings with vendors, after receipt of all proposals.

## **B. GOAL AND OBJECTIVE**

Sedgwick County desires to contract with a vendor to provide labor, supervision, equipment, scaffolding, materials, tools, supplies, and transportation necessary for the proper execution and completion of interior and exterior painting services on an as-needed basis for departments located throughout the County. Painting services shall vary depending on the type and materials of existing areas and surfaces to be painted or finished. It is anticipated that the majority of the work will be small jobs less than \$1,500. The County reserves the right to bid any job with an estimated cost of \$1,500 or more.

## **C. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability to provide services/products in response to this document.

1. Demonstrate clearly and completely, your organization's ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein.
2. Referenceable performance of proposed services, which will verify service levels and capability of the respondent to provide a thorough solution.
3. Meeting or exceeding all requirements and/or specifications as outlined herein.
4. Overall quality of the firm's proposal.
5. Providing services described herein with the most advantageous cost to the County.

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, or for providing additional information when requested by Sedgwick County.

No firms will initiate discussions, negotiations, decisions, actions, or any other contact with County employees, other than those listed in the inquiry section of this document, during the proposal process. Sedgwick County reserves the right to select the product(s) and/or service(s) and subsequently recommend for award, the proposed services which best meets its required needs, budget constraints, quality levels, and expectations.

## **D. SCOPE OF WORK**

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, 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. Newly constructed wall surfaces shall have all drywall nails/screws filled, seams properly taped, scratched, and sanded prior to the application of texture and paint.
- d. Outside corners shall have metal corner bead installed prior to taping and floating (unless otherwise instructed).
- e. 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.
- f. 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.
- g. All exterior surfaces except windows are to be pressure cleaned, as necessary, to remove dirt, stain, and mildew prior to painting.
- h. 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. Module furniture that needs to be moved, must be coordinated with the County's project coordinator.
- c. 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. The County's project coordinator shall be responsible for disconnections and coordinating disconnections as necessary.

## 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 manufacturers 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 specifications.
- f. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.
- 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 application 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 insure finished surfaces shall not show brushmarks 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 brickwork 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, and around top, sides and end. All doors (metal and wood), door frames and window frames except those having an aluminized unpainted finish shall be painted.
- 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 from the County's premises by the contractor, at his expense. 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 drippage of paint or finishes from all walls, windows, floors, and finished surfaces that was not present before work commenced.
- e. Contractor and contractor employees shall prevent accidental spilling of paint materials and in the event of such spill, immediately remove all spilled materials and clean to the original condition prior to this spillage.
- 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 occupants 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 made for a job.

**E. MANDATORY REQUIREMENTS**

The following specifications outline requirements of the proposed service. They are provided to assist proposers in understanding the objectives of the County in submitting a thorough response. Vendors may propose methodologies which meet the spirit of the listed requirements, but should note that the proposed service which meets all, or most closely meets, the specifications will be recommended for award. All requirements listed in this section must be addressed; please delineate any exceptions.

	Yes	No
1. Provide all tools and equipment (brushes, rollers, sanders, drop clothes, sandpaper, handtools, 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. Hourly rate shall include labor, overhead, and profit; it should include both direct and indirect labor costs.		
4. Provide all material, equipment, and manpower within a reasonable response time. Shall respond to service request on the same day, if the request is received by 10:00 am, or on the next day if the service request is received after 10:00 am.		
5. All work is to be completed in a timely manner. No payments will be made to the contractor until the project is satisfactorily completed.		
6. 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 a 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.		
7. Vendor's personnel must dress and act in a professional manner.		
8. Vendor is responsible to protect his or her personnel and others from injury on all work done for the County.		
9. It will be the responsibility of the vendor to arrange access to work areas if and when necessary.		
10. Vendor is responsible for ensuring that all employees working on County property have passed a background check for security purposes.		
11. 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.		

**F. PAYMENT TERMS**

Prior to commencement of work on any job, Vendor must provide the County's project coordinator with an itemized invoice including labor, materials, and all miscellaneous expenses associated with performing the desired work. The Vendor will be paid from this invoice. Any changes, upon completion of work, must be submitted to and approved by the County's project coordinator.

**G. CONTRACT PERIOD**

A contractual period for these services will begin following award, and continue for 12 months. An extension period of up to two (2), one (1) year terms may be granted at the sole discretion of Sedgwick County at the prices proposed or negotiated with the successful firm.

If through any cause, the successful vendor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful vendor violates any of the covenants, agreements or stipulations of this contract, the County will thereupon have the right to terminate this contract, by giving written notice.

In the event of such termination for cause, the successful vendor will be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

## **H. INSURANCE**

Liability insurance coverage will be considered as primary and not as excess insurance. The vendor 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 or insurance should expire, or are cancelled, 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:

Worker's Compensation:	Per State Statute
Employer's Liability	\$100,000
Contractor's Liability Insurance	
Form of insurance will be by a Comprehensive General liability and Comprehensive Automobile Liability.	
Bodily Injury	
Each Occurrence	\$500,000
Aggregate	\$500,000
Property Damage	
Each Occurrence	\$500,000
Aggregate	\$500,000
Personal Injury	
Each Person Aggregate	\$500,000
General Aggregate	\$500,000
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$100,000
Bodily Injury Each Occurrence	\$500,000
Property Damage Each Occurrence	\$500,000
XCU Coverage – Remove exclusion	

## **I. HOLD HARMLESS**

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, its elected and appointed official, employees and volunteers and others working in 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 in any way connected or associated with this contract.

## **J. INDEMNIFICATION**

The successful firm shall hold Sedgwick County harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the successful firm or failure of the successful firm to perform any work or obligation provided for in the agreement.

## **K. 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 contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or 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.

## **L. QUESTIONS AND CONTACT INFORMATION**

Questions regarding this document may be submitted in writing to Tammy Brandt, Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203; fax (316) 383-7055; or email [tbrandt@sedgwick.gov](mailto:tbrandt@sedgwick.gov).

Any substantive questions will be answered in written addendum form and posted at [sedgwickcounty.org/purchasing](http://sedgwickcounty.org/purchasing), under online services; current RFPs/RFQs; to the right of the RFP number and description. **Vendors are responsible for checking the web site and acknowledging an addendum(s) in their response**

## **M. PROPOSAL CONDITIONS**

Vendors 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 revocable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and 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 will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
5. Sedgwick County may award a purchase contract based on initial offers received without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers and make an award and/or conduct negotiations thereafter.
6. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
7. Prices proposed may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body and applicable to the material on the proposal.

8. Proposers must return one (1) original and two (2) signed completed copies of the entire document to Sedgwick County, Kansas, Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203-3672, on or before 1:45 pm on the proposed due date. The time stamp clock in the Purchasing Department will determine the time of receipt.
9. Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
10. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
11. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
12. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
13. If the successful vendor/supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
14. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
15. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
16. If a response to this Request for Proposal is accepted, the successful proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
17. 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.
18. Time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

19. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, that he or she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County and will not be returned. Sedgwick County will use discretion with 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.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
22. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
23. Sedgwick County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), and the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
24. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
25. The successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
26. The successful proposer agrees all data, records and information which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal, is the property of Sedgwick County.**
27. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
28. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":

- a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
29. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests and the individuals involved on separate paper with the response will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
31. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
32. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open and competitive proposing among all vendors.
33. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
34. The Proposer must provide Sedgwick County with a toll-free telephone number OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Tammy Brandt, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7255.

**REQUEST FOR PROPOSAL  
04-0058  
ON-CALL PAINTING SERVICES**

All firms interested in bidding must provide the following requested information on these pages and return three (3) signed copies of the entire document, along with any supplementary materials. **Responses are due not later than 1:45 p.m. Central Daylight Time, Tuesday, October 19, 2004**, Attention: Tammy Brandt, Purchasing Department, 604 N. Main Street, Suite F, Wichita, KS 67203.

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

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 ADDEDA: 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/purchasing](http://www.sedgwickcounty/purchasing).

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

**PRICING**

	Regular Time - per hour	Overtime - per hour	Holidays – per hour
Painter Supervisor			
Painter			

\_\_\_\_\_ % mark-up on all materials provided by the contract vendor.

Vendor fully acknowledges that the entire document, including all requirements, objectives, and terms and conditions, are accepted with this response and any exceptions are clearly delineated.

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