

SEDGWICK COUNTY, KANSAS



DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F

WICHITA, KANSAS 67203-3788

TELEPHONE (316) 383-7494

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**Request For Proposal
04-0080
CUSTODIAL SERVICES
SEDGWICK COUNTY DEPARTMENT OF CORRECTIONS
905 NORTH MAIN**

October 15, 2004

TO:

Sedgwick County, Kansas (hereinafter referred to as ("*County*") desires to select a firm to provide custodial services for the Sedgwick County Department of Corrections at 905 N. Main, Wichita, KS

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete two (2) copies of the attached PROPOSAL RESPONSE FORM, with any supporting data. Response must be received no later than 1:45 p.m. (CST), Tuesday, November 2, 2004, in a sealed envelope to the Sedgwick County Purchasing Department. Late or incomplete responses will not be accepted and will not receive consideration for final award.

To ensure that vendors have complete information prior to submitting a proposal, a Mandatory pre-proposal conference has been scheduled for October 26, 2004, 10:30 AM (CDT), at Department of Corrections, 905 N. Main. Attendance is Mandatory. Proposals will not be accepted/reviewed from vendors which have not attended this conference.

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
Purchasing Agent

1.0 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, 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.**

2.0 BACKGROUND INFORMATION AND OBJECTIVES

The County must receive complete building cleaning/custodial services Monday through Friday at the this location:

SITE ADDRESS	APPROX. SQ FOOTAGE	SITE ADMINISTRATOR
905 N. Main Wichita, KS	15,890	Kerrie Platt

The County will furnish toilet paper, paper seat covers, paper towels, plastic wastebasket liners, and hand soap for use in the restrooms at this location. A complete listing of the required services, along with a calendar of services, appears in this document. If problems arise during this contract that cannot be resolved at the building level, either the building administrator or the successful proposer shall have the right to bring the concerns to the attention of the Operations Manager for the Sedgwick County Department of Corrections or the Director of Purchasing

The selection committee has identified the following objectives to assist in the review process:

1. Guarantee excellent service in a professional and timely manner within specified parameters.
2. Receive excellent service from a qualified firm as determined by a review of references provided by current or past clients and understanding of the requirements stated herein.
3. Select the most prudent and affordable method of completion of services within specified parameters.

3.0 BOND INFORMATION

A Bid/Proposal Bond, or cashier's check, in the amount of five percent (5%) of the total amount proposed (based upon an annual projection) must accompany your response to this document. A Janitorial Services bond in an amount of \$25,000.00 must be supplied by the successful vendor(s).

4.0 CONTRACT PERIOD

The contract period for these services will be for one (1) year following Board of County Commission approval. Concluding the one (1) year contract, the County will have an option to renew the contract for two (2) additional one (1) year terms, approved at the prices proposed in response, if agreeable between all parties. A written contract will be completed referencing this document, the successful vendor's response, and any applicable terms, conditions and instructions. A Purchase Order will be issued to the successful vendor to facilitate billing. Prior to commencement of service, a calendar of the required services will be finalized which will ensure and guarantee superior workmanship within the specified parameters.

The County shall retain the right to cancel the contract an any time with thirty (30) days written notice for any cause. Such cancellation will generally result by the failure of the contracted vendor to complete and/or provide the specified servies or violation of the Mandatory Requirements. The County may, however, elect to terminate the contract and have services provided by in-house staff or terminate the services entirely.

5.0 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

6.0 PAYMENT ARRANGEMENTS

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

1. Completion of the specified job services on a monthly basis.
2. Inspection and approval of job completion by the Buiding Administrator or Designee
3. Receipt of correct invoicing referencing the service/billing period.

7.0 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 Request for Proposal conditions, and miscellaneous instructions as outlined herein.
2. Meeting all Request for Proposal Mandatory Requirements and/or Service Specifications as Outlined herein.
3. Ability to provide references verifying current/past exemplary performance (bonded) for similar Services.
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.

SITE VISIT

Vendors interested in submitting a proposal MUST attend a mandatory pre-bid meeting.

SITE ADDRESS	DATE OF PRE-BID MEETING	TIME
905 N. Main	October 26, 2004	10:30 A.M. (CDT)

Interested proposers will have the opportunity to ask questions regarding the required services and tour the areas. As indicated herein, proposers shall be responsible for the complete cleaning of all buildings listed and as such, shall properly inform themselves of areas to be cleaned, size of buildings, existing conditions, etc. Failure of vendors to familiarize themselves with the buildings and conditions will not relieve them of their responsibilities under any contract. Vendors who fail to attend will not be considered for final award at these sites.

8.0 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 shall:

1. Have a minimum of three (3) years experience (bonded) in the commercial cleaning field;
2. Employ personnel that are 18 years of age or older on all County owned facilities; and
3. Be accessible at any time of day to resolve cleaning issues regarding any of the specified sites

9.0 SPECIAL REQUIREMENT

The successful vendor shall never schedule or otherwise assign an employee to work within this Sedgwick County Department of Corrections Facility who is a current client or family member of a current client of SCDOC with an active or pending case. Verification of this will be accommodated by the successful vendor providing a roster of assigned personnel to the Building Administrator for cross-reference with current listings. Any newly assigned, interim, shift supervisor or others whom will be granted limited access to any of these facilities shall also be crossed referenced by the administrator.

10.0 MANDATORY REQUIREMENTS

This section provides specific technical information necessary to assist interested vendors in understanding the scope of the project and thus provide a thorough response to his document. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. It is the intent of the County that the premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service. All items not specifically included but found to be necessary to properly clean the buildings, shall be included. Vendors must discuss in detail their ability to provide services, which meet and/or exceed the listed criteria. The following statements must be addressed in the Proposal Response Form. If your answer is "NO" to any item, a complete explanation must be provided and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis. The successful proposer shall:

1. Supply all cleaning materials, which can either be stored on site or brought in on a daily basis, except as noted elsewhere in this document. The County will not be responsible for any equipment or supplies that the successful proposer leaves on site. The County will provide if possible at each site, a small locked storage area.
2. Except as may be noted elsewhere in these specifications, perform all work under this contract between the hours of 6:00 p.m., and 5:00 a.m., Monday through Friday, not including County holidays.
3. Provide the name and telephone number of their service supervisor for these services. It shall be the responsibility of the supervisor to meet with the Building Administrator on a monthly basis to inspect the building and to resolve any problems with the cleaning service and/or the cleaning personnel. The supervisor shall have the authority to bind the contractor in scope and administrative matters.
4. Notify the County of any changes in sub-contractors, if applicable during the contractual period.
5. Understand that the term "Clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease, and etc.
6. Be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, broom, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place, and remove warning signs for wet or slippery areas.
7. Prohibit their employees from disturbing papers on desks, opening desk drawers, book shelving, or cabinets, and using telephone or office equipment located in the facility.

8. State the normal type of cleaning materials used to ensure that no hazardous products are used in the County facility. MSDS sheets will be required to be presented to the building administrator.
9. Submit a Plan of Operation to the County Designee prior to work commencement. The plan shall list the names and addresses of the custodians (including all specialists and relief personnel) and the specific areas assigned to each, the date on which other than nightly duties will be performed, and the name and addresses of all supervisors. If the work is to be organized on the area assignment basis, each such area shall be given an area or station identification number for convenient reference.

11.0 SPECIFIC CLEANING

Daily Services – General

1. Empty Wastebaskets.
2. Dust all horizontal surfaces.
3. Clean and sanitize drinking fountains and surrounding surfaces.
4. Spot clean both interior and exterior surfaces of entry, reception lobby area glass.
5. Vacuum all carpeted areas and doormats.
6. Sweep, remove scuffmarks, and spot mop hard floors.
7. Sweep and police refuge from exterior storefront area, empty trash and cigarette receptacles.
8. Clean glass on conference room table.
9. Refill all dispensers (towels, cups, soaps). Simply verifying the presence of supplies is not to be considered refilling. **All dispensers shall be filled each day.**
10. Place trash securely in the County's trash dumpster.

Daily Services – Washrooms

1. Dust all horizontal surfaces.
2. Clean, sanitize, polish all vitreous and/or metallic fixtures.
3. Clean all doors handles, glass and mirrors.
4. Clean and sanitize all surfaces "top to bottom" of toilets and sinks.
5. Empty and sanitize interior of sanitary container.
6. Spot clean all walls, doors and partitions.
7. Refill all dispensers (tissue, towels, soaps). **All dispensers shall be filled each day.**
8. Sweep, damp mop, and sanitize hard floors

Daily Services – Eating/Lounge Areas

1. Dust all horizontal surfaces.
2. Clean and sanitize sink and counter top areas.
3. Damp clean & sanitize tabletops.
4. Clean microwave oven.
5. Clean handles on refrigerator and other doors.
6. Vacuum all carpeting

Daily Services - Communications

Cleaning staff shall maintain a log for daily written correspondence between stakeholders and housekeeping personnel. This log will be kept in the custodian staging area and will be checked by cleaning personnel on a daily basis. The use of this log shall provide an avenue for the communication of housekeeping shortfalls or concerns. Once a concern has been addressed, the housekeeping staff shall enter the date and sign when the task has been completed.

WEEKLY SERVICES – GENERAL

1. Clean interior glass within traffic reach or that with notable need
2. Damp mop hard tile floors and stair treads.

MONTHLY SERVICES – GENERAL

1. Spot extraction of carpet stains and traffic soils.
2. Machine burnish resilient tile floors and re-coat traffic lanes when gloss can no longer be restored
3. Clean all supply and return air vent registers

QUARTERLY SERVICE

1. Dust both sides of window blinds, window frames and ledges
2. Wipe down all reception area seating; remove marks and stains as necessary.

ANNUAL SERVICES – FLOORS

1. Strip, rinse clean, neutralize, reseal and refinish all resilient tile floors. This includes any areas that are not carpeted or covered by porcelain or rubber tile.

The successful proposer shall note any areas which require repair and notify the Building Administrator.

12.0 REQUEST FOR PROPOSAL TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described herein. These dates are for informational purposes and are subject to change without notice. Contact Mark Coronado at 316-660-9762 to confirm any/all dates.

October 15, 2004----- Request for Proposal issued
 October 26, 2004-----Pre-Proposal Meeting
 November 2, 2004-----Responses due
 November 2, 3, 2004----- Review proposals and possible interviews with selected firms
 November 4, 2004----- Board of Bids and Contracts meeting
 November 10, 2004----- Board of County Commission meeting

TECHNICAL INFORMATION

PLEASE INDICATE PROJECT MANAGER AND SUBMIT CREDENTIALS AND YEARS OF EXPERIENCE

PLEASE DEFINE THE FIRM (S) WHO WILL BE PROVIDING ANY SUB-CONTRACTING SERVICES HERE:

FIRM _____ SERVICE PROVIDED _____

CONTACT _____ PHONE _____

FIRM _____ SERVICE PROVIDED _____

CONTACT _____ PHONE _____

FIRM _____ SERVICE PROVIDED _____

Discuss the nature and level of training provided to each employee such as: training in the use of equipment, handling of chemicals, blood borne pathogens, safety incident reports, and basic security.

State the name of generally used product(s), listing any specific attributes.

Chemical Type	Brand Name(s) Used	Attributes/Qualities	General Use Area

Provide references from at least four (4) companies, which have received the proposed or similar

services including facility, address, contact person, phone number, size of facility, length of contract and describe service provided. Can your firm meet the MANDATORY REQUIREMENTS LISTED ON PAGES 5 and 6?

Mandatory Requirements	Yes	No	Comments
Questions			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
Specific Cleaning	Yes	No	Comments
Daily Services, General			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Specific Cleaning	Yes	No	Comments
Daily Services,			

Washrooms			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Daily Services, Eating/Lounge Areas			
1.			
2.			
3.			
4.			
5.			
6.			
Weekly Services, General			
1.			
2.			
Monthly Services, General			
1.			
2.			
3.			
Specific Cleaning	Yes	No	Comments
Quarterly Services			
1.			

2.			
Annual Services, Floors			
1.			

PROPOSAL CONDITIONS

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

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and 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 two (2) completed copies of this document 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.
9. 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.
10. 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, 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. After the award, 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 responder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
17. Upon award, 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. 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.
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. 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 and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
 30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
 31. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
 32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
 33. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
 34. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Carol Bevelhimer, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7261.

**CUSTODIAL SERVICES
SEDGWICK COUNTY DEPARTMENT OF CORRECTION
PROPOSAL RESPONSE SHEET
905 NORTH MAIN
04-0080**

All firms interested in proposing MUST provide two (2) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN 1:45 P.M. (CST), Tuesday, November 2, 2004. Return to the attention of Carol Bevelhymmer, C.P.M., Purchasing Department, 604 N. Main, Wichita, KS 67203. This form may be scanned to facilitate completion.

The undersigned, on behalf of the Proposer, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; is in all respects fair and without collusion or fraud; the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered; They have read the complete Request for Proposal and understand all provisions; if accepted by the County this proposal is guaranteed as written and amended and will be implemented as stated; and, mistakes in writing of this proposal will be your responsibility.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

Type of Organization (check all which apply):

____ Sole Proprietorship ____ Partnership ____ Incorporated ____ Corporation

____ Minority Business ____ Woman-owned ____ Small Business _____

____ Manufacturer ____ Distributor ____ Retail ____ Dealer ____ Service

PRICING

I/We _____, propose to provide the services described herein at the 905 N. Main address for a flat fee PER DAY of \$ _____. Further, I/We understand and agree to meet or exceed all specifications, requirement, and condition described in the preceding document. We also agree to abide by all Mandatory Requirements Conditions, and Specifications, and understand that services described herein MAY be awarded on an individual basis. In submitting this proposal, we hereby verify that I/We attended the mandatory site visit for this Complex.

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/purchasing

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 _____