



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

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Request for Proposal 05-0082

FIRE SPRINKLER SYSTEM CLEANING AND FLUSH SEDGWICK COUNTY ADULT DETENTION FACILITY

November 14, 2005

Sedgwick County, Kansas (hereinafter referred to as "*County*") desires to obtain services at the Sedgwick County Adult Detention Facility to evaluate, mechanically and/or chemically clean, and flush the fire protection system as described in Section 2. It is anticipated that an official contract will be issued after the Board of County Commission approval of the recommended proposal.

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, submit one (1) original and two (2) copies of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CST, Tuesday, November 29, 2005**. Responses must be in a sealed envelope and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed base pricing 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. Because purchases of this nature require the expenditure of public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, 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

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or 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 or 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 the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received.

Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 450,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2700 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Adult Detention Facility was constructed in two phases; phase one in 1988-90 and phase two expansion in 1995-97. The facility houses approximately 1,200 inmates that are being held on charges ranging from traffic infractions to major felonies. Housing has a variety of configurations from dormitory settings, up to high security sections. Due to the nature and occupancy of this building, access to many areas is restricted and may require escort. Prior notification to both the Sedgwick County Sheriffs Personnel and Adult Detention Facility Personnel will be required for any person working in the facility at any time.

The original 1988 drawings indicate a total sprinkler count of 1734 sprinkler heads. It is primarily a dry system with some office areas being wet. During the 1995-97 expansion, some minor modifications were made to the "core" area. It is recommended that interested parties view the original building drawings and remodel drawings (available between 8AM and 5PM at the Facilities Mgmt Offices, 525 N Main, Suite 135) prior to proposal. All work in the Adult Detention Facility must be performed between 8AM and 5PM unless other arrangements can be made.

This Request for Proposal has multiple components:

All Work to be performed is in Phase One of the building (1988 construction):

- Mechanically and/or chemically clean the sprinkler system.
- Flush all debris out of system.
- Treat to prevent future corrosion or scale.
- Submission of a report documenting results and recommendations.

The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

3. OBJECTIVES

Reduce the possibility of clogged sprinkler heads during a fire emergency in the Sedgwick County Adult Detention Facility.

The County has identified the following objectives for Fire Sprinkler System as described herein:

1. Acquire services to clean flush and treat the interior of all sprinkler piping in the 1988 portion of the Adult Detention Facility. This includes all Mains, Branches, Risers, Drops, and Valves and similar devices in the system.
2. Service provider to deliver a complete report of work performed and recommendations within 10-days of

completion of the work.

4. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal, the information provided by proposer as requested and any interviews required to verify the ability of proposer to provide the requested service. Vendors will not be compensated for their participation in this selection process. A committee will judge each firm’s response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents. Such ability will be determined by:
 - a. Meeting or exceeding all mandatory requirements.
 - b. Meeting or exceeding all minimum requirements.
 - c. Providing the County with the most advantageous proposal.

5. INSURANCE REQUIREMENTS

The vendor shall furnish a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the vendor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The contractor shall furnish the County with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Renewal of expiring certificates shall be furnished to the County 30 days prior to expiration.

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 shall be by a Comprehensive General Liability and Comprehensive Automobile Liability

Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

6. INDEMNIFICATION

The vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and

against all claims, damages, losses, and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under Worker's Compensation Act, Disability Benefit Acts or other employee benefit acts.

7. DELIVERY AND INSTALLATION

Price(s) proposed must include shipping and handling. The successful vendor is responsible for maintaining a safe work environment and upon completion of installation, returning the workspace or area to its original state as approved by the County.

8. CONTRACT PERIOD AND PAYMENT TERMS

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal, as finalized, and receipt by the County of any/all required paperwork. .

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 proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payments for all specified service(s) and/or product(s) to the successful proposer can be made with the following criteria taken into consideration:

1. Successful completion of the service(s) or product(s) requested including all required reports, drawings and spreadsheets.
2. Receipt of a detailed invoice.
3. Final payment upon approval by County.

9. TENATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Carol Bevelhymmer, Purchasing Department at (316) 660-7261 to confirm any/all dates.

Distribution of Request for Proposal to interested parties-----November 14, 2005
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST-----November 21, 2005
Addendum Issue-----November 22, 2005
Sealed proposals due before 1:45 p.m. CST-----November 29, 2005
Evaluation Period-----November 29, 2005 – November 30, 2005
Board of Bids and Contracts Recommendation-----December 1, 2005
Board of County Commission Award-----December 7, 2005

10. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process should be directed to Carol Bevelhymmer, Purchasing Agent, at (316) 660-7261, or e-mail cbevelhy@sedgwick.gov. Technical questions are to be directed to Robert Bean, Facilities Project Administrator, at (316) 660-9083, or e-mail rbean@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CST, November 16, 2005. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by November 17, 2005 at 5:00 p.m. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

11. MANDATORY FIRM REQUIREMENTS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form. Firms must:

- 1) Have proper certification(s) or license(s) for the services specified in this RFP.
- 2) Have the capacity to acquire all required bonds, escrows or insurances.
- 3) Have a minimum of three (3) years experience in providing services similar to those specified in this RFP.
- 4) Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
- 5) Provide four (4) references verifying exemplary service. These references **MUST** have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
- 6) Provide verification that all employees selected to perform work on County property have passed a background check and are fully qualified and certified to work on fire sprinkler systems as required by City of Wichita Fire Department. Provide verification that company and all employees possess current appropriate licenses to do this business in Wichita, KS. Proof of certification must be submitted with vendor response form; provide information on all Certifications and licenses held by proposer and employees. **NOTE:** County may perform background check of any or all of contractor's employees or subcontractors prior to allowing work to begin.
- 7) Provide appropriate project supervision and quality control procedures.
- 8) Have appropriate material, equipment and labor to perform job safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor.
- 9) Wear company uniform or ID badge for identification purposes.

12. MINIMUM REQUIREMENTS AND SPECIFICATIONS

The County desires the most acceptable service(s) and product(s) available. The following specifications outline the minimum requirements for this RFP. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies which meet the purpose and meaning of the listed requirements, but should note that the proposed service(s) and product(s) which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. Proposers are required to provide detailed information on the following list of Minimum Vendor Responsibilities and how these responsibilities will be accomplished.

Minimum Vendor Responsibilities:

- Provide detailed proposal information on the processes to be used for evaluation, cleaning, flushing and treatment
- Keep legible and detailed documentation on all work performed under this RFP.
- Arrange for access to work areas in advance as necessary with Adult Detention Facility Personnel and County Project Administrator
- Schedule any shut down of service and/or utilities in advance with County Project Administrator and Adult Detention Facility Personnel.
- Submit detailed itemized invoice to County Project Administrator, at: Attn Bob Bean, 525 N. Main, Wichita, Ks, 67203, Fax No. 316-383-4699.

- Detailed documentation including but not limited to the following:
 - Detailed report (3 copies written, 3 copies CD-ROM in Ms Word or PowerPoint format) including:
 - Evaluation details
 - Bore scope inspection
 - ✓ Findings.
 - ✓ Amount of blockage
 - ✓ Photos.
 - Pipe wall thickness in suspect areas by location.
 - Clean and Flush Details
 - Process used
 - Effectiveness
 - ✓ Results of cleaning.
 - ✓ Photos.
 - Treatment process and chemicals used Report
 - Recommendations

Warranty

Provide warranty details for replacement part(s) and/or service(s) provided. Warranties become effective on the date of installation.

Safety and area protection

Contractor must keep all tools and any devices secured under lock and key at all times when not in use. Contractor is responsible, at all times, to prevent inmates’ access to aforementioned items while performing work in the facility.

Provide any barricades, tarps, plastic, or signage and other safety /traffic control equipment required to protect citizens or County employees that work in the area; as well as protecting furnishings from dust, debris or damage. When working above ceiling or in occupied areas, use HEPA vacuums as needed to contain all dust.

Require all contractor’s employees or sub-contractors to comply with safe work practices in compliance with OSHA regulations.

Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the County.

Leave the work area clean and free of materials, tools, equipment and debris.

Remove and dispose of all debris and defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes and industry standards.

13. ADDITIONAL INFORMATION AND REQUIREMENTS

Vendor must include an explanation on every requirement that describes how their proposal meets or does not meet the requirement.

General specifications listed below are considered <i>Minimum</i> and may be exceeded. Indicate with a Yes/No which product(s) and/or services your company is able to perform.			
		Yes	No
Survey			
1.	Ability to evaluate system. Ability to inspect with bore scope.		
2.	Ability to determine pipe wall thickness with ultrasonic thickness gauge		
3	Perform Mechanical and/or Chemical cleaning of entire system		
4	Arrange for access to restricted areas.		
5.	Ability to flush entire system		
6.	Ability to perform treatment to prevent buildup of future deposits		

7	Provide detailed written and electronic report (3 copies). Listing details specified in section 12 of this document.		
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14. PROPOSAL CONTENT

Proposal(s) should be organized in the following format and information sequence:

- A. Organizations complete name and address.
- B. Provide a brief description of your firm to include but not limited to:
 - Qualifications
 - Experience
 - Depth of staff
 - Quality control
 - Demonstrate firm’s ability to provide the outlined service(s) and/or product(s).
- C. Provide details on the processes, equipment, materials and chemicals used to perform the work as requested in Sections 11, 12 and 13.
- D. Acknowledge and address in sequential order each mandatory requirement listed in Section 11.
- E. Acknowledge and address in sequential order each minimum requirement listed in Section 12.
- F. Acknowledge and address in sequential order each additional requirement listed in Section 13.
- G. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
- H. Provide a completed Proposal Response Form.

15. 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 three (3) 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 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. Upon award, (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 regard 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 Carol Bevelhimer, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7261.

**PROPOSAL RESPONSE FORM
05-0082**

**FIRE SPRINKLER SYSTEM CLEAN, FLUSH AND TREATMENT
SEDGWICK COUNTY ADULT DETENTION FACILITY**

PRICING INFORMATION

I/We _____, propose to provide the product(s) and/or service(s) described herein with the following costs:

Pricing to Evaluate system	TOTAL PRICE
	\$
Pricing to clean and flush system	TOTAL PRICE
	\$
Pricing to treat system	TOTAL PRICE
	\$
Provide detailed written report listing details specified in section 12 of this document. (3 copies). Provide a detailed electronic report on CD-ROM (Microsoft Word, PowerPoint or Excel) listing details specified in section 12 of this document. (3 copies).	TOTAL PRICE
GRAND TOTAL	\$

Completion date _____

**PROPOSAL RESPONSE FORM
FIRE SPRINKLER SYSTEM CLEAN, FLUSH AND TREATMENT
SEDGWICK COUNTY ADULT DETENTION FACILITY
Proposal 05-0082**

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 bid 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 _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

TYPE OF ORGANIZATION (CHECK ONE) CORPORATION

PUBLIC ___ PRIVATE ___ SOLE PROPRIETORSHIP ___ PARTNERSHIP ___

MINORITY BUSINESS ENTERPRISE ___ WOMAN-OWNED ENTERPRISE ___

SMALL BUSINESS ENTERPRISE _____

GENERAL NATURE OF BUSINESS

MANUFACTURER ___ DISTRIBUTOR ___ RETAIL ___ DEALER ___ SERVICE ___

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 this proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**

Signature _____ Title _____ Dated _____

Please return entire document with response.