



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**  
525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055

<http://www.sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#16-0010**  
**ON CALL PAINTING SERVICES**

January 14, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide on-call painting services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly Evans". The signature is written in a cursive, flowing style.

Kim Evans  
Purchasing Agent

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## **I. 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. 65, 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. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

## **II. Background**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

This contract will service various county owned and leased facilities, including but not limited, to courthouse, office and park structures. Service will include routine maintenance and inspection, minor to major repair, and emergencies. Sedgwick County reserves the right to perform work in-house or bid any project.

Through this solicitation the County is seeking a vendor to provide on call painting services. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. This contract will service various County owned and leased facilities including but not limited to courthouse, office and park space. Service will include routine maintenance and minor to major repair, and emergencies. The bulk of services are provided during normal business hours, however there may be times service is requested after hours. The scope of service under this contract will not include new construction projects unless otherwise requested by County. The County reserves the right to perform work in-house or bid any project.

The previous bid and vendor information can be found at:

[http://www.sedgwickcounty.org/Purchasing/pdf\\_files/12-0109.pdf](http://www.sedgwickcounty.org/Purchasing/pdf_files/12-0109.pdf)

[http://www.sedgwickcounty.org/Purchasing/bid\\_tabs/12-0109BT.pdf](http://www.sedgwickcounty.org/Purchasing/bid_tabs/12-0109BT.pdf)

### III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "County"); desires to select a firm to provide on call painting services. The following objectives have been identified for this contract:

1. Acquire On-Call Painting Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire On-Call Painting Services with the most advantageous overall cost to the County.

### IV. Submittals

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** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Kimberly Evans  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, February 2, 2016.** Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

### V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

1. **Furniture Moving Services**
  - a. Move and return 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.
  - b. Remove and replace items hung on walls.
  - c. Coordinate removal and replacement of modular furniture with County representative. This service will be at the County's expense.
  - d. 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 without prior coordination and approval of the County representative.
2. **Surface Preparation**
  - a. Remove staples, tape, nails, screws 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. Patch cracks and defects in walls, including nail holes.
  - c. Scrape all loose or scaly paint.
  - d. Fill in existing textured wall cracks, voids and holes with a compatible material.
  - e. Pressure clean all exterior surfaces.
  - f. Sand and prep all doors, trims and frames.
3. **Paint Application**
  - a. 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 manufacturer's instructions, including but not limited to multiple paint applications, and surface and paint preparation.

- c. Install material in proper relation with adjacent construction and with uniform appearance.
- d. Provide all equipment necessary, including electricity and water if not available on site, to safely accomplish all work.
- e. Provide skilled painters ensure finished surfaces shall not show brush marks or other irregularities.
- f. Ensure all coats 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.
- g. Roll or spray paint on all textured or plaster surfaces, provided contractor complies with section 5 (Clean Up and Precautions).
- h. Top, side, and bottom edge on all doors shall be painted.
- i. Provide project manager with product specification of identical color and equal or exceeding standard (if applicable) prior to commencement of work. Alternatively, product specification must meet request of Project Manager or meet or exceed industry standard.

#### 4. **Exterior Painting**

- a. Thoroughly scrape any rough or peeling surfaces with either scrapers or wire brushes.
- b. Feather edge with sandpaper before applying primer with the appropriate primer for either wood or metal.
- c. Remove all roof tar from gutters, flashing, and fascia boards prior to the application of primer coat.
- d. Caulk all window and door frames prior to application of paint. Caulking shall include between windows and brick work and between coping and brickwork and between coats where two coats are specified.
- e. Allow not less than forty-eight hours between applications when two coats are required.
- f. Paint all doors on both sides, jamb edges, top and bottom.
- g. Provide project manager with product specification of identical color and equal or exceeding standard (if applicable) prior to commencement of work. Alternatively, product specification must meet request of Project Manager or meet or exceed industry standard.

#### 5. **Clean Up and Precautions**

- a. Remove trash from project site daily.
- b. Clean project site daily, including removal of tools and equipment. The County is not responsible for theft or damage to the contractor's property.
- c. Protect surface of grounds from damage.
- d. Remove any drippings, spills or paint residue on finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced.
- e. Make every attempt to prevent accidental spilling of paint materials.
- f. Protect all surfaces, floors, and County property not to be textured or painted.
- g. Ensure operable windows open freely upon completion of work.
- h. Do not use county sinks or drains for equipment clean-up.

#### VI. **Sedgwick County's Responsibility**

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

#### VII. **Proposal Terms**

##### A. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Kim Evans at [Kimberly.J.Evans@sedgwick.gov](mailto:Kimberly.J.Evans@sedgwick.gov) by 5:00 p.m. CST Tuesday January 19, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [www.sedgwickcounty.org/finance/purchasing.asp](http://www.sedgwickcounty.org/finance/purchasing.asp), under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST Thursday, January 21, 2016. Firms are responsible for checking the website and acknowledging any addendums on their proposal response form.

B. [Minimum Qualifications](#)

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 Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
5. Municipal and County government experience is desired, however, the County will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform three (3) jobs simultaneously, safely and efficiently.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. [Selection Criteria](#)

The selection process will be based on the responses to this RFP. The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the County's review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The County reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. 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.

D. [Request for Proposal Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	<b>January 14, 2016</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	<b>January 19, 2016</b>
Addendum Issued	<b>January 21, 2016</b>
Sealed Proposal due before 1:45pm CST	<b>February 2, 2016</b>
Evaluation Period	<b>February 3-10, 2016</b>
Board of Bids and Contracts Recommendation	<b>February 11, 2016</b>
Board of County Commission Award	<b>February 17, 2016</b>

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year, with two (2) one-year options to renew.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

[http://www.sedgwickcounty.org/purchasing/payment\\_and\\_invoice\\_provisions.pdf](http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf)

F. [Insurance Requirements](#)

<b>Worker's Compensation:</b>	
Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

G. [Indemnification](#)

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it

will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful 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.

I. [Proposal Conditions](#)

<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

General Contract Provisions

[http://www.sedgwickcounty.org/purchasing/General\\_Contractual\\_Provisions\\_2013.pdf](http://www.sedgwickcounty.org/purchasing/General_Contractual_Provisions_2013.pdf)

**VIII. Required Response Content**

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.

END OF SECTION



**IX. Response Form**

**REQUEST FOR PROPOSAL  
#16-0010  
ON-CALL PAINTING SERVICES**

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

**NAME** \_\_\_\_\_

**DBA/SAME** \_\_\_\_\_

**CONTACT** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ **CITY/STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_ **HOURS** \_\_\_\_\_

**STATE OF INCORPORATION or ORGANIZATION** \_\_\_\_\_

**COMPANY WEBSITE ADDRESS** \_\_\_\_\_ **E-MAIL** \_\_\_\_\_

**NUMBER OF LOCATIONS** \_\_\_\_\_ **NUMBER OF PERSONS EMPLOYED** \_\_\_\_\_

**TYPE OF ORGANIZATION:** Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

LLC \_\_\_\_\_ LLP \_\_\_\_\_ Not For Profit Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**BUSINESS MODEL:** Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_

Dealer \_\_\_\_\_ Other (Describe): \_\_\_\_\_

**Not a Minority Owned Business:** \_\_\_\_\_ **Minority-Owned Business:** \_\_\_\_\_ **Certification #** \_\_\_\_\_

African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_ Woman-Owned Business \_\_\_\_\_

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:** \_\_\_\_\_ Yes \_\_\_\_\_ No

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

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

**CONT. NEXT PAGE**

**IX. Response Form, continued**

**REQUEST FOR PROPOSAL  
#16-0010  
ON CALL PAINTING SERVICES**

**PRICING INFORMATION**

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

Business Hour Rate – Interior Application – Per Square Foot	\$
Business Hour Rate – Exterior Application – Per Square Foot	\$
Paint Application Per Door	\$
Stain Application Per Door	\$
After Hours Rate – Interior Application – Per Square Foot	\$
After Hours Rate – Exterior Application – Per Square Foot	\$

Cost must be all inclusive of all terms, conditions, and scope within this solicitation.

The initial term of this contract shall be one (1) year. There shall also be two (2) one-year options to renew at the sole request of the County.

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

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

Print Name \_\_\_\_\_ Dated \_\_\_\_\_