



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE DEPARTMENT
*Purchasing Department***

100 N. Broadway, Suite 610 ~ Wichita, KS 67202

Phone: 316 660-7255 Fax: 316 660-1839

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL
RFP #23-0006
CONSERVATION TREATMENT FOR THE
SEDGWICK COUNTY SOLDIERS AND SAILORS CIVIL WAR MONUMENT**

January 30, 2023

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Conservation Treatment Services for the Sedgwick County Soldiers and Sailors Civil War Monument located at 510 N. Main, Wichita, Kansas 67203. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CST, March 7, 2023.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer’s response

Sincerely,

**Theresa Rhodes
Purchasing Agent**

TR/ks

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

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. 68, 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 514,000 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 2,500 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.

The Sedgwick County Soldiers and Sailors Civil War Monument was constructed in 1912-1913. This structure was placed on the National Register of Historical places by the National Park Service, United States Department of the Interior November 1998. This monument possesses national significance in commemorating the history of the United States of America.

The objective of this Request for Proposal is to provide maintenance and conservation treatment to this historic site. The utmost care and attention needs to be given to ensure the highest level of preservation and respect to the historical significance of this monument. The experience and references provided by the potential vendors will weigh significantly in our evaluation process.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide conservation services. The following objectives have been identified for this contract:

1. Acquire conservation 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 conservation 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, please email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, March 7, 2023**. If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CST on the due date. No information other than the respondent's name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these bids are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:00 pm.

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:

The exterior includes granite, bronze sculptures and bronze doors. The interior is a small museum with built in display cases. Materials include marble, bronze, granite and glass. All aspects of the monument will require conservation treatment.

As a direct result of implementing a recommended solution within the parameters outlined in this document, the County desires to:

- Prevent deterioration of the monument through regular conservation maintenance.
- Remedy and prevent aesthetic and physical damage.

All measurements and quantities are estimated amounts and shall be confirmed by contractor. This Request for Proposal is intended to cover all aspects of a complete maintenance and preventive maintenance program for the facility. All work performed shall be historically accurate as much as possible. **The contractor shall meet with the Sedgwick County Project Manager to determine what action is to be taken in regards to maintenance performed.**

Five (5) year contract:

2023: Tri-Annual Service

2024: Annual Service

2025: Annual Service

2026: Tri-Annual Service

2027: Annual Service

Quality Assurance:

The gentlest means possible shall be used to perform the work and the greatest of care shall be taken to ensure that the monuments and other historic materials are not damaged in the process of the work in this section. Treatments, chemical or physical, causing damage to the historic materials, altering the historic character of the resource, or deteriorating the historic fabric will not be permitted. Immediately report any adverse effects to the Sedgwick County Project Manager.

The quality of all work shall be the sole responsibility of the contractor.

BID GUARANTEE

Payment Bond (If using sub-contractors, payment bond will be required)

A payment bond in an amount equal to one hundred percent (100%) of the contract sum will be required from any successful bidder utilizing subcontractor's in the outlined scope of work. Payment bond will serve as security that all persons performing labor and furnishing material in connection with the contract will be paid. **Bond will be due after award has been made, prior to an executed contract.**

ANNUAL MAINTENANCE:

EXTERIOR BRONZE FIGURES

1. Inspection
 - 1.1. Inspect sculpture and doors for outbreaks of corrosion activity and other damages.
 - 1.2. Inspect the interior of the monument for moisture penetration or other problems.
 - 1.3. Inspect the exterior of the monument for cracks in the stone or joints. Check for other exterior damage or deterioration.
 - 1.4. Provide a detailed written report of the inspection results to the Sedgwick County Project Manager with recommended solutions.
 - 1.5. Assess overall success of maintenance program and if necessary, plan for correcting problems not within the scope of this outlined maintenance plan.
2. Washing
 - 2.1. Materials and Equipment
 - 2.1.1. A non-ionic detergent, such as Shaklee Basic H., Orvus Paste or Triton X-100; if these cannot be obtained, Ivory Liquid will be used.
 - 2.1.2. A clean rubber or plastic bucket
 - 2.1.3. A soft, natural tampico fiber brush – such as wallpaper paste brush or a 4” natural China bristle brush. If a China bristle brush is used, the metal ferrule will be covered with duct tape so that it will not scratch the bronze.
 - 2.1.4. A toothbrush, soft bristle
 - 2.1.5. A garden hose and access to clean water
 - 2.1.6. Absorbent lint-free rags
 - 2.1.7. Popsicle sticks (craft sticks)
 - 2.2. Procedure
 - 2.2.1. Use approximately a teaspoon per gallon of non-ionic detergent and add water.
 - 2.2.2. Thoroughly wet the sculpture to wash off loose dirt and dust.
 - 2.2.3. Wash bronze thoroughly, working from top to bottom with the fiber of China bristle brush. Do not let the detergent mixture dry on the surface of the sculpture – keep rinsing as necessary.
 - 2.2.4. Use the toothbrush to get into harder to reach areas. The toothbrush can be used for gently scrubbing and loosening tougher deposits (like chewing gum or bird droppings).
 - 2.2.5. If there are tough deposits that don't come off with the brush, remove by very gently scraping with a wooden popsicle stick. Do not scratch the coating, the patina, or the surface of the metal.
 - 2.2.6. After washing all of the surfaces, rinse the sculpture very thoroughly. After rinsing, let the sculpture air dry or pat dry with lint-free rags. Carefully dry the crevasses, as these places will tend to stay wet longer.
3. Material Availability
 - 3.1. Soap: Shaklee Basic H (available from local distributors)
 - 3.2. Orvus Paste or Triton X-100 – Conservation Support Systems, P.O. Box 91746, Santa Barbara, CA 93190, 800/682-2064
 - 3.3. Butcher's White Diamond Bowling Alley or Clear Paste Wax – Shield Packaging, 508-949-0900 (do not use Butcher's Boston Polish)
 - 3.4. Incralac – Conservation Support Systems

4. EXTERIOR AND INTERIOR CLEANING OF MONUMENT
5. Exterior Granite – Washing
 - 5.1. Materials and Equipment
 - 5.1.1. Triton X-100
 - 5.1.2. Soft fiber masonry brushes
 - 5.1.3. Plastic or molded rubber buckets
 - 5.1.4. Clay poultices (attapulgate clay)
 - 5.1.5. Acetone or mineral spirits
 - 5.1.6. SureKlean Restoration Cleaner, SureKlean Ferrous Stain Remover or SureKlean No. 800 Stain Remover
 - 5.2. Procedure
 - 5.2.1. None of the work shall be performed when the surface or air temperatures are below 50 degrees F, or when there is a chance that the temperatures will fall below 40 degrees F in the 24 hours following treatment applications.
 - 5.2.2. Rinse granite with water to clean pores and remove dust and dirt.
 - 5.2.3. Areas of general dirt and organic growth may be cleaned with a low-concentration non-ionic detergent mix (Triton X-100), gently applied with soft fiber masonry cleaning brushes.
 - 5.2.4. Heavy oily stains, if present, may be removed or reduced using clay poultices (attapulgate clay) with acetone or mineral spirits. Small test areas should be carried out to determine appropriate solvent mixtures and poultice application.
6. Interior Walls/Floors – Washing
 - 6.1. Materials
 - 6.1.1. Cotton cloths
 - 6.1.2. Distilled water
 - 6.1.3. Non-ammonia glass cleaner such as XEP or Shaklee Basic-H
 - 6.2. Procedure
 - 6.2.1. Interior surfaces, including the walls and floor, should be wiped down with soft white cotton cloths moistened with distilled water. Cloths should be replaced as they become soiled.
 - 6.2.2. Glass on vitrine doors and chandelier globes should be cleaned with cotton cloths treated with non-ammonia glass cleaner. Apply cleaner to cloths outside of the monument so that sprayed cleaner does not adhere to the interior surfaces.
7. Interior Bronze
 - 7.1. Materials
 - 7.1.1. Cotton cloths
 - 7.1.2. Distilled water
 - 7.1.3. Kiwi Bois Wax
 - 7.1.4. 2” China bristle brush
 - 7.1.5. 4” China bristle brush
 - 7.1.6. Lint-free rags
 - 7.2. Procedure
 - 7.2.1. Clean metal frames and sashes with a clean cotton cloth and distilled water.
 - 7.2.2. If waxing is required, use Kiwi Bois Wax, which was originally applied. Kiwi is a carnauba and micro-crystalline blended and may be substituted with a similar product.
 - 7.2.3. Use 2” China bristle brush to apply a very thin layer of wax to the bronze, using the end of the brush in sharp but gentle jabbing motions and alternative diagonal strokes. Do not produce a thick build-up of wax.
8. Allow the sculpture to dry thoroughly. Once wax is dried, gently buff the entire surface with the 4” China bristle brush, until a soft sheen is achieved. A soft, lint-free rag, may be used for buffing.

TRI-ANNUAL MAINTENANCE

Tri-annual maintenance for the sculptures and monument shall have annual maintenance accomplished as outlined above and in addition shall include:

1. Application of Incralac
 - 1.1. The use of Incralac is highly recommended to help keep the bronze sculpture in good condition. Application requires specialized equipment and skill on the part of the operator. If not available, apply paste wax to the bronze. Regular application of paste wax serves as a sacrificial barrier over a protective coating and extends the life of the primary protective coating.
 - 1.2. Materials and Equipment
 - 1.2.1. A small diaphragm air compressor (20 p.s.i.)
 - 1.2.2. Spray gun, siphon mode
 - 1.2.3. A properly-fitting facemask, fitted with vapor cartridges
 - 1.2.4. Disposable vinyl gloves
 - 1.2.5. Incralac
 - 1.2.6. A 4" China bristle brush – cover the metal ferrule with duct tape to avoid scratching the patina.
 - 1.2.7. Toluene
 - 1.3. Procedure
 - 1.3.1. After the statue is thoroughly dry, brush the surface to remove lint, insects or other foreign particles.
 - 1.3.2. Mix the Incralac and toluene, approximately 60/40 by volume respectively.
 - 1.3.3. Spray Incralac in light coats; two subsequent applications are considered as one coating.
 - 1.3.4. It is only necessary to apply Incralac in areas where the coating has become damaged through weathering (generally horizontal surfaces) or vandalism.
 - 1.3.5. Incralac is most effective when applied directly to the bronze metal. If wax is present, remove with mineral spirits. Apply the mineral spirits with a plastic spray bottle and wipe with cotton rags.
2. Application of Paste Wax
 - 2.1. Materials and Equipment
 - 2.1.1. Butcher's White Diamond Clear Paste (Bowling Alley Wax)
 - 2.1.2. Mineral Spirits
 - 2.1.3. A 1 ½" – 2" China bristle paintbrush; tape the metal ferrule with duct tape to avoid scratching the wax coating. A 4" China bristle brush; tape the ferrule. Brushes should be used for wax only.
 - 2.1.4. A clean plastic one-gallon milk or water container cut in half to form a palette.
 - 2.2. Procedure
 - 2.2.1. The surfaces must be completely dry and free of dirt and dust. If dusty after washing, use a soft brush to dust them off.
 - 2.2.2. With the 2" China bristly brush, apply a very thin layer of wax to the bronze, using the end of the brush in sharp but gently jabbing motions, and alternating diagonal strokes. Do not produce a thick build-up of wax.
 - 2.2.3. Once the wax is dried, gently buff the entire surface with the 4" China bristle brush, until a soft sheen is achieved. A soft, lint-free rag may be used for the buffing, but do not wipe excessively on sharp edges of the sculpture.
3. Instructions for Removing Accretions on Paste Wax Barriers
 - 3.1. Materials and Equipment
 - 3.1.1. A soft brush, such as a 1" painter's brush for acrylics
 - 3.1.2. Mineral spirits
 - 3.1.3. Cotton wool
 - 3.1.4. Non-Ionic detergent (per washing instructions)
 - 3.1.5. Water
 - 3.2. Procedure
 - 3.2.1. Try to remove the accretion locally, using non-ionic detergent and water applied by brush, and rinse with water. If necessary, use mineral spirits, using a brush in a gently scrubbing action. Bird droppings can be removed with water and a careful scrubbing.
If the Incralac or paste wax coatings have been damaged, they need to be reapplied

4. Washing sculptures and monument according to procedures specified in the annual cleaning process.
5. Assess overall success of the maintenance program and, if necessary, make recommendations to correct any problems with the monument.
6. Regild interior marble.
7. Contractor shall repair all caulked joints as required. In areas determined to be re-caulked, contractor shall remove and clean joint, install appropriate sized backer rod, apply a bead of pre-approved caulking to match existing color. All caulked joints shall be inspected and repaired as needed as part of the Tri-Annual maintenance.
8. If the condition of the monument warrants non-specified conservation treatment, firm will prepare a Scope of Work for approval by the county and Historic Preservation Board.
9. Document the condition of the monument and all maintenance activities performed.
10. Wash the interior and exterior of the sculptures and monument as specified in the annual maintenance program.
11. Remove accretions (bird droppings, etc.) as needed, as specified in the annual maintenance section of this document.
12. Contractor shall provide detailed documentation of all performed annual and tri-annual maintenance. Contractor shall document each maintenance cycle by taking before, during and after photographs. All photographs shall be color, dated and labeled with location. Photography shall include, but not limited to, interior and exterior photographs. All documentation shall include a written summary inclusive of the pre-maintenance and post-maintenance condition and details of work performed on each maintenance cycle. This documentation is intended to serve as historical documentation of work performed. The documentation and photos shall be submitted to the Sedgwick County Project Manager within 30 calendar days of completion of each year's maintenance date.
13. The contractor shall stop work on any item or feature pending satisfactory correction of any deficiency noted by the Sedgwick County Project Manager.
14. The method of repair shall be in compliance with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitation, restoring and reconstructing Historic Buildings (<http://www.nps.gov/hps/tps/standguide/>).
15. The successful contractor shall submit a detailed work plan and schedule to the Sedgwick County Project Manager by January 31st for each contract year. Note: The contractor must meet with the Sedgwick County Project Manager prior to any action being taken.
16. Any and all changes or deviations from the recommended products, methods or equipment listed in this document for cleaning or preservation shall be pre-approved by Sedgwick County Project Manager prior to use or application.
17. This document is written with the intention to maintain the monument to an aesthetic, safe and highest possible quality condition.
18. Electrical outlets are available for contractor use. The nearest available outlets is located on the south side of the Historic Courthouse. The contractor shall be responsible for adequate extension cords and secure the cords to prevent a tripping hazard to the public.
19. Potable water is available from a hose bib at the Historic Courthouse.
20. Keep project site neat, orderly and in a safe condition at all times.

MANDATORY REQUIREMENTS

1. Upon award of this Request for Proposal, the successful contractor shall provide a detailed work plan and schedule within 10 working days of award to the Sedgwick County Project Manager for the 2023 calendar year tri-annual maintenance.
2. Contractor shall at all times conduct operations to ensure the least inconvenience to the public.
3. Confine storage of materials to areas designated by the Sedgwick County Project Manager.
4. Project site is open to the public. Contractor is responsible for securing equipment and materials.
5. Normal working hours are Monday to Friday 8:00am – 5:00pm. The contractor is required to obtain permission from the Project Manager 72 hours in advance of any proposed night, weekend or holiday work schedules.
6. Contractor shall plan, schedule, and execute the work to prevent any work stoppages.
7. Contractor will provide the cell phone number of the onsite lead person to the Sedgwick County Project Manager.
8. The successful bidder shall furnish all permits, labor, tools, transportation, travel, equipment, materials and any other incidentals necessary to perform completely all operations essential to the project.
9. Contractor to park vehicles, store equipment, store materials, and arrange work hours as approved by the Sedgwick County Project Manager.

10. The contractor shall adhere to all local and national building codes.
11. All waste and debris are to be properly disposed of on a daily basis.
12. All materials are to be delivered in the original, new and sealed cartons and protected from loss or damage. All materials are to be stored at temperatures above 60 degrees F. Damaged materials may not be used.
13. The building, contents and new materials shall be protected from all weather damage. The monument shall be weather tight at the end of each work day. The contractor shall exercise care during all phases of the work. Any damage to existing facilities or appurtenances shall be repaired or replaced in kind by the contractor.
14. The contractor shall comply with all applicable federal, state, and local environmental laws, regulations, ordinances, and standards.
15. When the work is near completion the contractor shall request a project walk through with the Sedgwick County Project Manager at least 24 hours in advance. The contractor and the Sedgwick County Project Manager will perform a joint final inspection.
16. Labor and installation shall be warranted for a period of one (1) year. Contractor will correct any problems (aside from Force Majeure) throughout the one (1) year warranty period.
17. All materials provided in this project must be installed in compliance with manufacturer's recommendations.
18. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
19. The project is to include all routine work and materials necessary to ensure a professional installation of the highest quality, whether or not they are specifically identified within these specifications.
20. Contractor is responsible for verification of all quantities and dimensions. Quantities and dimensions provided in these specifications are estimates only. Contractor is strongly encouraged to visit the job site to verify conditions and dimensions. All dimensions are our best estimates; contractor will be responsible for verifying all measurements and working conditions. Contractor is also responsible to determine construction details. Errors in these specifications or contractor's bid or proposal will not justify a cost-increasing change order.
21. Contractor to have a responsible person at the job site the entire time that any of the contractor's employees or subcontractors are on the property. This person will be directly responsible for all activities related to contractor's involvement at the site.
22. Contractor's employees must conduct themselves in a professional manner at all times.
23. Any inappropriate communication between contractor's employees and the public or Sedgwick County employees is prohibited.
24. Any deficiencies, upon final inspection must be repaired within ten working days.
25. Any form of lift or boom apparatus used to accomplish the work outlined in this document shall be used in a manner as to protect the monument, the surrounding concrete and landscaping. Contractor will be responsible for any damages that are a result of using such equipment. When using any form of lift or boom apparatus, the contractor shall provide pedestrian barriers and take all appropriate measures to ensure the safety of all personnel and public in the area of work.
26. Contractor shall repair any damage to buildings, grounds, plantings or other property that results from work on this project. Special consideration shall be given to the historical nature of this facility and surrounding landscaping.

VI. Sedgwick County's Responsibilities

- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Theresa Rhodes at Theresa.Rhodes@sedgwick.gov by 5:00 pm CST, February 17, 2023. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CST, February 24, 2023. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm 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 eight (8) 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 specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

| Component | Points |
|--|--------|
| a. Experience in similar projects clearly identified successful projects with details of treatment provided and outcomes | 30 |
| b. Quality of provided references | 20 |
| c. Complete and thorough response, clearly organized and detailed | 20 |
| d. Meeting wall minimum requirements, following all directions as indicated herein and providing all requested information | 20 |
| e. Overall cost of services* | 10 |
| Total Points | 100 |

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- | | | |
|---|---------|------------|
| A. \$38,000.00 divided by \$50,000.00 =.76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00=.77 | .77*10 | 7.7 points |

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 | January 30, 2023 |
| Pre-Proposal Meeting at 10:00 am CST | February 10, 2023 |
| Questions and clarifications submitted via email by 5:00 pm CST | February 17, 2023 |
| Addendum Issued by 5:00 pm CST | February 24, 2023 |
| Proposal due before 1:45 pm CST | March 7, 2023 |
| Evaluation Period | March 8 – March 31, 2023 |
| Board of Bids and Contracts Recommendation | April 6, 2023 |
| Board of County Commission Award | April 12, 2023 |

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 five (5) years.

County 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

<https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf>

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** 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 (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

| | |
|--|----------------|
| Workers' Compensation: | |
| Applicable coverage per State Statutes | |
| Employer's Liability Insurance: | \$500,000.00 |
| Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent): | |
| Each Occurrence | \$1,000,000.00 |
| General Aggregate, per project | \$2,000,000.00 |
| Personal Injury | \$1,000,000.00 |
| Products and Completed Operations Aggregate | \$2,000,000.00 |
| Automobile Liability: | |
| Combined single limit | \$500,000.00 |
| Umbrella Liability: | |
| Following form for both the general liability and automobile | |
| <input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |
| Professional Liability/ Errors & Omissions Insurance: | |
| <input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |
| Pollution Liability Insurance: | |
| <input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

| | |
|----------------------------------|--|
| Builder's Risk Insurance: | In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured's. |
|----------------------------------|--|

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](#)

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

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 firm's relevant experience, notably experience working with government agencies.
3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
4. 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.
5. 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.
6. Proof of insurance meeting minimum insurance requirements as designated herein.
7. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

**REQUEST FOR PROPOSAL
RFP #23-0006
CONSERVATION TREATMENT FOR THE
SEDGWICK COUNTY SOLDIERS AND SAILORS CIVIL WAR MONUMENT**

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 _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

UEI (UNIQUE ENTITY IDENTIFIER) NO. _____

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/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 .

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

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 _____

Response Form (Page 2 of 2)

| Description of Service | Cost | |
|--|----------|-----------------|
| A. Materials and installation to perform Tri-Annual maintenance for 2023 | \$ | Each Occurrence |
| | \$ | Total Year 1 |
| B. Materials and installation to perform Annual maintenance for 2024 | \$ | Total Year 2 |
| C. Materials and installation to perform Annual maintenance for 2025 | \$ | Total Year 3 |
| D. Materials and installation to perform Tri-Annual maintenance for 2026 | \$ | Each Occurrence |
| | \$ | Total Year 4 |
| E. Materials and installation to perform Annual maintenance for 2027 | \$ | Total Year 5 |
| Five Year Total Cost | \$ | |
| Hourly labor rate for any additional work | \$ /hour | |

Materials for any additional work will be paid for at cost, all invoices and receipts must be submitted to receive reimbursement.

I understand that if my Proposal is selected for award and I intend to use subcontractors, I will be required to provide a Payment Bond in the amount of 100% of contract value _____ (initials)