

# 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://sedgwickcounty.org/finance/purchasing.asp

#### REQUEST FOR BID #13-0098 WINDOW CLEANING SERVICES

December 10, 2013

#### **PURPOSE**

Sedgwick County, Kansas, will be accepting bids for Window Cleaning Services at multiple locations. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

#### **SUBMITTALS**

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) complete original and one (1) electronic copy (CD or flash drive) response form with any supplementary materials to:

ATTN: Kara Kingsley Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 P.M., CDT, Tuesday January 7, 2014. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 P.M., on the due date.

### **QUESTIONS AND CLARIFICATIONS**

All requests for clarifications of the RFB process and document content should be directed to Kara Kingsley at email <u>kkingsle@sedgwick.gov</u>. Questions are due in writing no later than 3 P.M. on December 20, 2013. Any question of a substantive nature will be responded to in addendum form to be sent to all applicable vendors no later than 5 P.M. on December 23, 2013.

Kan Znepley Kara Kingsley

Purchasing Agent

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## I. COUNTY BACKGROUND

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 504,000 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 provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

### II. OBJECTIVES

- 1. The intent and purpose of this Request for Bid is to establish a fixed price with a qualified firm to provide Window Cleaning Service's to multiple facilities within the County (locations listed in the Bid Response Form).
- 2. Procure Window Cleaning Service's from one vendor.

### **III. SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Bid and any interviews conducted in verifying the ability of bidder to provide services in accord with this document. Each bid will be evaluated as determined by meeting the following criteria (ranked in no particular order);

- 1. Demonstrate clearly and completely your organization's ability and capacity to meet all miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the bid.
- 2. Low overall yearly total cost for this service.

### IV. SCOPE OF WORK

Exterior Service for each location includes, exterior windows (with the exception of cell windows at the Adult Detention Facility), exterior and interior of all ground level glass doors and storefront glazing. County intends for these services to be provided one time annually. The front (East) entrance of the Main Courthouse and the East side of Juvenile Courts will be cleaned (2) times annually. Service provided for first cleaning: April/May and second cleaning: September/October.

Contractor shall communicate with the appointed County contact for the purpose of scheduling, monitoring the status/satisfaction of the provided services and communicating any issues affecting the cleanup operations, such as, but not limited to, lighting, access, lock and keys and weather. County contact information: Contract Compliance Manager, Ms. Tricia Hoobler, at 316-660-9081.

### V. MANDATORY REQUIREMENTS AND SPECIFICATIONS

Facilities:	Locations:	Floors Count:
Main Courthouse	525 N. Main St.	12 floors
Historic Courthouse	510 N. Main St.	6 floors
Munger Building	538N. Main St.	3 floor
Juvenile Courts	1900 E. Morris St.	1 floors
Juvenile DA	1015 S. Minnesota St.	2 floors
Adult Detention	141 E. Morris St.	2 floors
Parking Garage	603 N. Main St.	4 floor
County Extension	7001 W. 21 <sup>st</sup> St. N.	1 floors
Public Safety Center	510N. Main St.	2 floors

A. All work shall be performed in an efficient manner, and shall meet the highest standards for the type of service being performed.

B. Cleaning processes are to be completed in such a manner that the surface will be streak-free.

C. Work is to be scheduled between the hours of 8:00 A.M.-5:00 P.M. Monday through Friday.

D. Personnel shall not place or use equipment in locations in such a manner as to create safety hazards.

E. Personnel shall at all times provide, place and remove warning signs/barricades as needed.

F. Contractor is responsible for training, education, and compliance with all current OSHA and current industry safety standards, for employees and subcontractors.

G. Contractor will be responsible for protecting County property, including, but not limited to, all adjacent building surfaces, furniture, wall and floor coverings, and computer or electronic equipment in the vicinity of the window being cleaned.

#### H. A payment bond equal to 100% of the bid cost is required if subcontractors are used.

#### **Contractor Shall:**

1. Employ a sufficient number of experienced employees to adequately perform all services in the frequency specified. Contractor shall be responsible for the conduct and performance of contractor's employees.

2. Provide a current list of personnel names and photos, within 3 months of start date.

3. Provide a supervisor whose full-time responsibility will be to maintain quality control, supervise Contractor's staff, and to serve as the County Custodial Supervisor's liaison with the Contractor.

4. At all times enforce strict discipline and good order among its employees performing under this agreement, and shall not employ under this agreement any unfit person or anyone not skilled in the work assigned.

5. Comply with the County's requirements for security and operational constraints, and with all instructions from Sedgwick County Security Officers regarding safety and/or security issues.

6. Notify the County of damage that occurs as a result from the contractor completing scope of work. This includes but is not limited to Sedgwick County property and/or person affected by the damage. Herein, the contractor becomes responsible for all repairs at his/hers expense. Written approval from Sedgwick County is required for proposed repair work prior to commencing work. Repair work complete upon written approval from Sedgwick County.

7. Be entirely responsible for any loss or damage to its materials, supplies and equipment, and for the personal property of its employees while they are maintained at a County work site.

8. Furnish all personnel (including Supervision and Quality Control), equipment and supplies necessary to accomplish required services to the satisfaction of the County. All equipment must be maintained in good operating condition, have sufficient quantities to adequately perform all services and meet current OSHA requirements.

9. Contractor shall provide all transportation, including fuel, to and from locations for the purpose of performing cleaning services, handling trash, facilitating supervision, etc.

10. Submit written report of damaged windows and/or frames discovered while cleaning. Report to identify location of building, side of building, floor level, approximate location of damaged window, and brief description of damage found. Damaged windows are not to be cleaned.

#### **Contractor's Employees Shall:**

1. Not appear to be under the influence of alcohol or drugs. Alcohol and drugs are not be permitted to be inside or around any County buildings.

2. Not have a loud or boisterous conduct. This shall not be permitted at any time.

3. Adhere to the County's smoking policies.

4. Not open desk drawers or cabinets at any time. Contractor's employees shall not disturb any objects in any room without specific approval from occupant of the room or from County point-of-contact.
5. Not use or tamper with office machines, equipment, or County employees' personal property at any

time. 6. Receive complete, timely, and professional window cleaning services at the County locations listed above, meeting at least the minimum schedule set forth herein.

#### **Sedgwick County Shall:**

 Reserve the right to request the removal of any of the Contractor's employees from any County building at any time for reasonable cause. Contractor or the designated supervisory representative shall have such employee immediately leave the facility's premises upon the receipt of such request.
 Not be responsible or liable for any equipment or supplies left by Contractor at any location.

#### VI. BACKGROUND CHECKS

Throughout the duration of this agreement, Contractor hereby certifies that all personnel assigned to perform services will have been screened by means of a criminal history background check and that no convictions exist for any felony or misdemeanor, excluding traffic violations.

Contractor further agrees that it will complete a Criminal History Background Check certification for each employee that will include a seven year court search for the following:

- A. National Database Criminal
- B. All Federal Districts, Federal Criminal-Kansas
- C. Sedgwick County Criminal
- D. Butler County Criminal
- E. Kansas Statewide Criminal Search
- F. Social Security
- G. City of Wichita Municipality

### VII.<u>CONTRACT PERIOD & PAYMENT TERMS</u>

The contract period for these services will be for three (3) years beginning March 1, 2014 and following Board of County Commission approval and receipt by the County of any/all required paperwork. The County will have an option to renew the contract for two (2) additional one (1) year terms, approved at the prices bid in the response, if agreeable between all parties. A written contract will be completed referencing this document, the successful vendor's response, and any applicable terms, conditions and instructions.

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

- Satisfactory completion of all work described within these specifications.
- Receipt of invoicing on a monthly basis emailed to <u>ap\_invoices@sedgwick.gov</u> or faxed to 316-941-5127.

### VIII. <u>INSURANCE</u>

Workers' Compensation:	
Applicable State Statutory	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial Gen	neral Liability and include
Automobile comprehensive/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
Professional Liability (if applicable)	\$500,000.00

Liability insurance coverage indicated above 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.

### IX. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractors, 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 subcontractors, 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.

### X. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

#### XI. TENATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Kara Kingsley, <u>kkingsle@sedgwick.gov</u>, to confirm any and all dates.

Request for Bid Released	December 10, 2013
Questions and Information Deadline	
Addendum Released	
Bid Response Due	1:45 P.M. January 7, 2014
Evaluation Period	January 8–January 29 2014
Board of Bids and Contracts Recommendation	January 30, 2014
Board of County Commission Meeting	February 5, 2014

#### XII. REQUEST FOR BID CONDITIONS

All times indicated in this solicitation document are central standard/central daylight as applicable. In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: <u>http://www.sedgwickcounty.org/purchasing/pdf\_files/bidcond.pdf</u>

#### XIII. GENERAL CONTRACT PROVISIONS

In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: <u>http://www.sedgwickcounty.org/purchasing/pdf\_files/General\_Contract\_Provisions.pdf</u>

#### BID RESPONSE FORM 13-0098 WINDOW CLEANING 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 bid 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 proposal 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.

FIRM NAME				
CONTACT				
ADDRESS	CITY/STATE	ZIP		
PHONE	_FAX	HOURS		
TAX PAYER I.D. NUMBER				
COMPANY WEBSITE ADDRESS		E-MAIL		
NUMBER OF LOCATIONS	NUMI	BER OF PERSONS EMPLOY	ED	
TYPE OF ORGANIZATION: Public Corp	ooration Pri	vate Corporation		
Sole Proprietorship Partnership	Minority Business	Woman-Owned Busine	ess Small Busines	s
GENERAL NATURE OF BUSINESS				
Manufacturer Distributor	Retail Deale	r Service		
ACKNOWLEDGE RECEIPT OF A responsibility to check and confirm all <u>http://www.sedgwickcounty.org/finance.</u> NO, DATED;	addendum(s) related / <u>purchasing.asp</u> .	to this document by going to		
☐ † Yes, I would like to be on the eme	rgency vendor list. (	<b>No, I would not like to b</b>	e on the emergency vend	lor list.
After Hours Phone #:		Emergency Contact Name: _		
After Hours Fax #:		After Hours Email #:		
In submitting a response to this docume delineated and detailed any exceptions.		dges acceptance of all section	ons of the entire docume	ent and has clearly

Signature	Title
-	
Print Name	Date

## **PRICING INFORMATION**

- 1. State the price per site.
- 2. Required service is during normal business hours unless noted otherwise.

FACILITY	LOCATION	Number	DATES OF SERVICE	REQUIRED	UNIT	YEARLY
		Of		SERVICE	PRICE	PRICE
		Floors				
Main Courthouse	525 N. Main St.	12 Floors	April/May	Yearly		
Main Courthouse	525 N. Main St.	2 Floors	April/May	Twice Yearly		
Entrance	(East)		September/October			
Historic Courthouse	510 N. Main St.	6 Floors	April/May	Yearly		
Munger Building	538 N. Main St.	3 Floors	April/May	Yearly		
Juvenile Courts	1900 E. Morris St.	1 Floor	April/May	Yearly		
Juvenile Courts	1900 E. Morris	1 Floor	April/May	Twice Yearly		
Entrance	St.(East)		September/October			
Juvenile DA	1015 S. Minnesota St.	2 Floors	April/May	Yearly		
Adult Detention	141 E. Morris St.	2 Floors	April/May	Yearly		
Parking Garage	603 N. Main St.	4 Floors	April/May	Yearly		
County Extension	7001 W. 21 <sup>st</sup> St. N.	1 Floor	April/May	Yearly		
Public Safety Center	510 N. Main St.	2 Floors	April/May	Yearly		
Overall Yearly Total						\$

#### On-Call Service: Hourly \$\_\_\_\_\_

- 3. Provide a contingency plan in the event of prohibitive weather; list dates and times services are to be provided.
- 4. Provide a brief overview and history of your company.
- 5. Provide evidence of liability insurance coverage.
- 6. Identify and describe in detail any exceptions to the mandatory requirements listed on page 4 & 5.
- 7. List any OSHA violations, litigation claims, and any workers' compensation claims.

- 8. Provide a list of products to be used and Material Safety Data Sheets (MSDS).
- 9. If subcontractors are used, please list below and include a payment bond equal to 100% of the bid cost.
- 10. References: Each bidder is to supply a minimum of four (4) references from firms to whom they are currently supplying, or within the last year have supplied pest control services. Include the dates of service, name, address, and phone number of the primary contact person. (Attach separate sheet if necessary).

Client	Address	Point of Contact and Phone Number	Dates of Service

11. Any additional information necessary to assist the County in evaluating your bid may be listed here.

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature	

Print Name \_\_\_\_\_ Date \_\_\_\_\_