

# **DIVISION OF FINANCE - PURCHASING DEPARTMENT**

100 N. Broadway St, Suite 610 Wichita, KS 67202 • Phone (316) 660-7255 • Fax (316) 660-1839

PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG

# REQUEST FOR PROPOSAL RFP #24-0038 CUSTODIAL SERVICES FOR THE SEDGWICK COUNTY FIRE DISTRICT 1 ADMINISTRATION OFFICE

August 23, 2024

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide custodial services for the Administration side of Sedgwick County Fire District 1 located at 7750 N Wyandotte Way, Park City, KS 67147. The square footage of the office approximately totals 8,414 sq. ft. 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/CDT, Tuesday, September 17, 2024.

To ensure that vendors have complete information prior to submitting a proposal, a pre-proposal meeting has been scheduled for Friday August, 30 2024 at 10:00 a.m. at the Sedgwick County Fire District 1 Administration building at 7750 N. Wyandotte Way, Park City KS 67147. This meeting is mandatory. Vendors who wish to have their proposals reviewed must have a representative from their firm present at this pre-proposal meeting.

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,

**Britt Rosencutter Purchasing Agent** 

BR/ks

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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. 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.

#### **III.** Project Objectives

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

- 1. Acquire custodial 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 custodial 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:

Britt Rosencutter
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, September 17, 2024**. Responses must be <u>sealed</u> and <u>marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:15 pm CDT 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 2:15 pm.

#### V. Scope of Work

The Custodial Contractor Shall:

- Provide cleaning two (2) times per week (Tuesday and Thursday) during business hours 8:00 am-5:00 pm.
- The areas to be cleaned are defined as the main entry way of the building including the three (3) recessed pits at all entrance doors (remove the grids as required to clean the pits), the public restrooms, the large conference room including the kitchenette area, the offices and cubicles on the south side of the building, the boardroom, the kitchenette area (also known as the breakroom), the single restrooms adjoining the breakroom, and the mailroom area located in the middle of the offices.
- Cleaning is defined as: Sweeping all tile floors, vacuuming, emptying trash cans, cleaning rest rooms and showers, cleaning and wiping down counters, sinks, refrigerator doors, microwave door, dusting all surfaces including the shelves, baseboards, and the ventilation air vents, cleaning windows and mirrors, all touchable surfaces such as door handles and light switches including the conference room tables and the kitchenette areas.

#### **DEFINTIONS:**

- Fire District Site Representative (hereinafter referred to as FD Rep).
- Custodial Management Team defined as the winning contractor's management leadership (hereinafter referred to as CMT).
- Custodial Team Member defined as the actual person(s) working on site performing the cleaning process (hereinafter referred to as the contractor).
- Sedgwick County Purchasing Representative (hereinafter referred to as SCPR).

#### **COMMUNICATION PLAN:**

• The Contractor Management Team (CMT) shall prepare and provide Fire District Site Representative (FD Rep) a communication plan detailing how the CMT plans to communicate with Sedgwick County, to receive and respond to service calls, status of projects, etc. The plans shall be submitted as part of the proposal package for the county to review and approve.

#### **CONTRACT INFORMATION:**

Contractor Management Team (CMT)'s Work Plan: Within 14 days after the award of the contract, the CMT shall submit to both the Fire District Site Representative (FD Rep) and Sedgwick County Purchasing Representative (SCPR), a complete plan of his/her operations. The plan will become part of the contract. The plan shall include the following (employee name and information is required one (1) week prior to contract start date):

- A. Name and telephone number of the Custodial Team Members (contractor) on-site supervisor that is responsible for the assigned employee(s) and responsible for attainment of the performance standards. CMT shall ensure that this information and telephone numbers are kept up to date.
- B. Name and telephone number of the contractor's backup supervisor that is responsible for the assigned employee(s) and responsible for attainment of the performance standards in the event that the primary supervisor is unavailable. CMT shall ensure that this information and telephone number are kept up to date.
- C. Name and telephone number of the individual who will take immediate corrective actions when notified, from the FD Rep, to any major discrepancies.
- D. Names and cell phones numbers of 24-hour on-call contact persons that will respond to emergencies.

- E. Name and telephone number of employee(s) assigned to the jobsite (include any alternates). CMT must receive approval from the FD Rep or his/her alternate prior to allowing any person(s) access to the building through duration of the contract.
- F. Name, address, and telephone number of employee(s) to act as alternates for the site (alternates must be used as last-minute staff replacements. Use of last-minute replacements not already listed as approved alternates by SCPR will not be allowed).

#### **SERVICES IDENTIFIED AS ROUTINE CARE:**

- Dust, sweep, wet mop, vacuum, edge vacuum, empty trash, clean surfaces, clean conference rooms, restrooms, and kitchenettes.
- The work of cleaning shall not have residue left behind with metal cleaners, wood polishers, or glass cleaners.
- Fire District 1 provides the mop, broom, vacuum, chemicals, cleaning rags, toilet paper, paper towels, and trash bags as well as sundry items such as urinal screens, hand soap, dusters, polish, and floor signage for wet floors.
- Since the majority of the supplies are furnished by Fire District 1, the contractor will notify the FD Rep when supplies are running low.
- The Custodial Team Member (contractor) shall be responsible for moving small furnishings (chairs, tables, trash cans, etc.) when cleaning then return them to their original positions when the floors have been completed. Moving of large items such as cubicle, desk, shelving, file storages, special equipment, copiers, refrigerators, etc. will be done by the county if needed and/or deemed necessary. The contractor shall take provisions to protect any furniture remaining (not moved) in areas of cleaning. Moving of duplicating equipment, computer equipment, and similar type of electric and electronic equipment shall NOT be done by the contractor.
- If an area is occupied, the contractor will ask politely requesting permission to clean. If permission is denied, then notify the FD Rep and the area will be passed over until next time or until the area is made available. If there is a question of an area, check with the FD Rep first.
- If equipment is not functioning as intended, the contractor will notify the FD Rep and we will attempt to either fix the item, find a substitute, or determine a work around plan.
- Wall Care: Walls (all finishes), front of cubicle at reception desk, doors, door frames, moldings, wall bases, signage, and window sills shall be clean and free of debris. Cleaning shall not cause discoloration or damage. Areas of walls near trash cans, soap dispensers, handrails, etc. may require additional scrubbing as necessary to be clean.
- Metal Surfaces: All metal surfaces should be clean and free from smudges, tape, and other marks. Metal parts of doors, railings, and other metal frequently touched require regular cleaning and disinfecting.
- Mirror/Glass: Interior and exterior glass and mirrors shall be polished with a high level of shine and shall not be cloudy. There shall not be any water spots on the glass or adjacent fixtures and/or furniture.
- Ceiling Care: HVAC grilles and light fixtures shall be clean of dirt, bugs, webs, and any debris up to 10 feet in height once per month.
- Miscellaneous Care: Wastebaskets shall be emptied, clean, free of debris, odor free, and lined.
- Furniture and Table Top Cleaning: Furniture and table tops shall be clean and free of debris. The contractor shall not be responsible for cleaning any flat surface that has papers or books scattered or covering the surface. The contractor shall not be required to clean employee desks.
- Wood Furniture: Tables, cabinet fronts, picture shelving, etc. All surfaces should be clean and free from dust, debris, and smudges. Polishing should not be greasy or leave a surface coating that will cause a greasy appearance.
- Drinking Fountains: All polished metal surfaces including the orifices and drain, as well as the exterior surfaces, shall be cleaned, disinfected, and free of debris.
- Breakroom, Kitchenettes, and Conference Rooms: The contractor shall thoroughly clean areas. Clean countertops, sinks, cabinet fronts, and open shelves, front and top of appliances, tables, and chairs. Dish washing and cleaning inside the appliances is NOT included. Apply routine floor, wall, and miscellaneous cleaning within these areas as well.
- Plumbing Fixtures: Plumbing fixtures and dispensers are clean and free of all deposits and stains so that the item is left without dust, streaks, film, and/or odor. Fixtures shall maintain a high level of luster.

Descaling will be done by the contractor to remove scale, scum, mineral deposits, rust stains, etc. from the inside of the toilets bowls, urinals, and the surfaces surrounding the faucets, drinking fountains, and sinks without damage to said items. Apply routine cleaning.

- Refill Dispensers: The contractor shall check and refill each toilet paper, hand soap, and paper towel dispenser in accordance with the directions of the supplier and dispenser manufacturers.
- Blinds: The contractor shall clean all blinds involving a routine spot cleaning and dusting to remove all dirt and dust. Blinds not operating properly shall be reported to the FD Rep for repair.
- Restroom and Shower Rooms: Clean and sanitize the areas as they shall be free of debris, mildew, body fluids, calcium deposits, and waste. Grout on walls and floor shall be free of dirt, scum, mildew, and residue. Apply routine floor, walls, ceiling care, and applicable miscellaneous care with the addition of germicidal disinfectant. Restrooms shall have a clean scent or no odor at all.
- Clean Public Entrances and Adjoining Entrance Glass Areas: Area must be cleaned, made free of debris, and glass must be cleaned and free of streaks, spots, etc. Empty and clean waste containers, inserting liners as required. Clean glass surfaces in the lobby entrances adjacent to entry doors and waiting area. Apply routine floor, wall, ceiling care, and applicable miscellaneous care.
- Exterior: The contractor shall remove litter from the building's front grassy yard area located across the western front of the building along 7750 N Wyandotte Way and bounded by the driveway connected to Jackpot Way on the south side. This excludes the berm area located south of 77th Street North and bounded on the south side by the wide driveway that leads into the actual building.

#### SPECIAL REQUEST CLEANING:

The following services will need to be available as an optional additional cost. A request for unit price to be included in the cost of proposal.

- A. Terra-cotta flooring: Stripping, scrubbing, and deep cleaning of the terra-cotta tile and grout then sealing the tile and grout flooring with a high level shine.
- B. Carpeted flooring: Carpet cleaning by extraction, agitation, and shampoo (also known as machine cleaning). The machine cleaning will be done without excessive moisture and fiber damage. Due to the composition of the carpeted area consisting of carpet squares and the method of attachment, excessive use of water or agitation could cause the carpet to detach from the floor base.

Vendor Supply List by the CMT includes: All floor strippers, sealers, and finish products. All equipment used to carry out the stripping and sealing of the floors. Carpet shampooing equipment and chemicals. Fans if necessary to dry the carpet in a timely manner.

Any additional work that may be required, that is not mentioned in this contract, will be negotiated prior to work being performed.

#### **CORRECTIVE ACTION:**

If minor corrective action is required albeit an action or behavior, the FD Rep will work with the person on site first, then notify the CMT of the issue and together the issue is documented. If the issue is resolved then no further action is required. However, if the action or behavior continues, then the FD Rep will escalate the second reporting directly to the CMT and the documentation will be forwarded to them as well as Sedgwick County Purchasing Representative (SCPR). If the action or behavior continues for a third time then the FD Rep will have the documentation sent and a conference call with the CMT and SCPR to determine the procedure to remove the on-site person and not allow them to return to the jobsite. Then coordinate plans for a substitute person(s) to be sent to the jobsite.

#### **QUALITY ASSURANCE:**

The contractor shall be required to clean the facility subject to this contract to a neat and clean condition satisfactory to the county. Fire District Site Representative (FD Rep) and Sedgwick County Purchasing Representative (SCPR) will monitor the contractor's performance under this contract.

All questions concerning the quality or acceptability of materials used, the work performed, the manner of performance, and the progress meeting the requirements of the contract should be first taken to the FD Rep. If satisfaction is not to an agreeable level, then escalation to the SCPR is acceptable.

Sedgwick County has adopted a modified version of the APPA Five Levels of Cleanliness, as the standard by which cleaning performance and facility cleanliness will be gauged.

#### **NON-PERFORMANCE:**

Contract Deductions for Non-Performance on Creditable Complaints: A deduction of \$50.00 per infraction per office/room or area per day may be assessed by the SCPR following the process described below for failures to perform contract requirements. The deductions will continue daily until such deficiencies or non-performance infractions are corrected. If the infraction is remedied within one hour of notice, no further action is taken. This deduction shall be used to recoup cost the owner incurs in managing the necessary contract compliance and correction, for services not performed.

#### Process:

- A. A call and/or email to the contractor or CMT is generated from FD Rep stating infraction.
- B. Contractor is expected to respond to this call or email within 15 minutes.
- C. Corrective action is to begin within one (1) hour.
- D. If no response is received after a minimum of one (1) hour from initial call or email, FD Rep shall email both contractor and CMT to notify them infraction has not been resolved.
- E. If the infraction is not corrected by the next day, or urgency requires the FD Rep to take corrective action in-house, a deduction in pay is made.

#### Example:

Day 1: Contractor did not vacuum and did not empty a trash container in an office. A call from the FD Rep was made to the contractor but no response received, and no action to remedy the infraction was taken. The FD Rep follows the outlined notification indicated.

Day 2: The office is still not vacuumed and the trash has not been removed. The FD Rep again follows the outlined notification indicated.

Day 3: The trash has been removed but the office is still not vacuumed.

Infraction 1: Contractor did not vacuum office.  $$50.00 \times 3 \text{ days} = $150.00$ Infraction 2: Contractor did not empty trash container.  $$50.00 \times 2 \text{ days} = $100.00$ 

#### **CUSTODIAL TEAM MEMBER (CONTRACTOR):**

The Custodial Management Team (CMT) shall employ a sufficient number of experienced contractor(s) to adequately perform all the specified services in the frequency specified herein. The CMT shall be responsible for the conduct and performance of the contractor(s) and compliance with the following rules:

- A. Contractor(s) appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
- B. No loud or boisterous conduct will be permitted.
- C. CMT shall never schedule or otherwise assign contractor(s) to work within a jobsite where the employee has a professional relationship with or is a family member of a county employee having an office at the jobsite. Verification of this will be the responsibly of the successful vendor providing a roster of assigned personnel to the Sedgwick County Purchasing Representative (SCPR) for cross reference with current listings. Any newly assigned, interim shift supervisor or others whom will be granted access to any of the jobsites must be identified and shall also be crossed referenced by the SCPR and Fire District Representative (FD Rep).
- D. Contractor(s) are not permitted to smoke in the buildings and must follow current county smoking policies at all times. Tobacco products are NOT permitted in any county facility, and smoking is NOT permitted outside within 25 feet of any exterior doors.
- E. Contractor(s) must abide by all county rules for standard conduct.
- F. Contractor(s) will not open desk drawers or cabinets at any time nor shall they move or disturb any items or documents left on working surfaces or on windowsills, shelving, or similar surfaces.
- G. Contractor(s) shall clean surfaces such as tables. Contractor(s) shall NOT move any items on these surfaces, and are NOT to move, turn on, use, or tamper with office machines, computers, radios, TVs or any other equipment, papers or anything else whether county owned or county employee's personal property.
- H. The Custodial Management Team (CMT) and/or the Custodial Team Member (contractor) assigned to the site shall speak English fluently and understand the English language, or have a CMT employee on site who can interpret while the contractor is at work at the county building., and shall be able to write reports to the county

- in English as well as read and understand any written correspondence from the county staff in order to be able to perform custodial services and responsibilities related to such services without delay.
- I. Contractor is not allowed to bring any non-employed family members or visitors while working on any county property.

#### BACKGROUND CHECK AND DRUG SCREENING

Upon award of the contract, Custodial Management Team (CMT) shall run thorough background investigations and drug screenings on all personnel that will be working in Sedgwick County Fire District 1 building or any county owned or county operated buildings or properties. Any convictions other than misdemeanor traffic incidents shall be cause to deny access to the prospective contractor employee.

All CMT personnel, inclusive of contractors, must be a citizen of the United States, or CMT shall show evidence to county that any of the CMT personnel, inclusive of contractors, that are not U.S. citizens are legally authorized to work in United States,

Once CMT is satisfied that the prospective contractor is able to pass their in-house background investigation and drug screen, the prospective contractor shall complete and sign Attachment B.

CMT shall submit the contractor's signed and notarized Attachment B to the Sedgwick County Courthouse Police. Courthouse Police will then conduct background checks using a national search, performed at the highest degree (most in-depth) available, and performed annually. CMT shall be responsible for the cost of the background check conducted by Sedgwick County Courthouse Police. The cost of each background check, to include an issued ID card each year shall be \$35.00. Replacements issued due to loss or damage will be \$20.00 at the cost of the contractor. Contractor employees shall keep the photo ID visible at all times while working at county facilities.

County may request and contractor shall provide any information necessary for county to perform any background checks that county decides to perform. This information shall include such items as:

- Full name
- Each address used during the last 5-years
- Date of Birth
- Social Security Number
- Work permit number
- Citizenship status

Contractor shall provide all such information to county within 24-hours of the request.

The decision to deny or allow these persons to work at county-owned facilities shall be at county's discretion. County reserves the right to run a criminal background check on any of CMT's employees that will be on-site at county facilities.

### **Security**

The contractor shall comply with county's requirements for security and operational constraints.

**3.4.1** Employees working for service providers or vendors with contracts with Sedgwick County will not be permitted to bring weapons into Sedgwick County buildings.

# **Training**

The Custodial Management Team (CMT) is required to provide training that meets all State, Local, and Federal regulations including but not limited to Blood Borne Pathogen Training and "Right to Know Training" for all of their employees. This training shall be given prior to anyone working at any county facilities and verification that this training has been given shall be documented and itemized documentation provided to county before any of contractor's employees work at county facilities.

#### 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 in writing to Britt Rosencutter at Britt.Rosencutter@sedgwick.gov by 5:00 pm CDT, September 4, 2024. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <a href="https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/">https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/</a> under the Documents column associated with this RFP number by 5:00 pm CDT, September 9, 2024. 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 theses 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 three (3) 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. Qualifications experience, capabilities and technical competence. The breadth and   | 50     |
| depth of the proposer's organization's experience in the performance of comparable     |        |
| services was fully developed and presented. References were considered as part of this |        |
| evaluation item as well as employee retention.   |        |
| B. Meeting or exceeding all provider qualification requirements and/or specifications  | 25     |
| as outlined herein.  |        |
| C. Demonstrate clearly and completely your organization's ability and capacity to meet | 20     |
| all Request for Proposal Conditions and miscellaneous instructions as outlined herein  |        |
| D. Pricing Schedule and Service Rates  | 5      |
| 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 |
|----|--|---------|------------|
| В. | \$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       | August 23, 2024             |
|--|-----------------------------|
| Pre-Proposal walk through – 10:00 A.M. CDT <b>MANDATORY</b>      | August 30, 2024             |
| Questions and clarifications submitted in writing by 5:00 pm CDT | September 4, 2024           |
| Addendum Issued by 5:00 pm CDT                                   | September 9, 2024           |
| Sealed Proposal due before 1:45 pm CDT                           | <b>September 17, 2024</b>   |
| Evaluation Period  | September 18 - September 27 |
| Board of Bids and Contracts Recommendation                       | October 3, 2024             |
| Board of County Commission Award                                 | October 9, 2024             |

#### 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 four (4) one-year options to renew.

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/39239/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).

**<u>NOTE:</u>** 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 it | ts 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         |                 |
| X Required / Not Required  |                 |
| Each Claim   | \$1,000,000.00  |
| Aggregate  | \$1,000,000.00  |
| Professional Liability/ Errors & Omissions Insurance:                |                 |
| Required / X Not Required  |                 |
| Each Claim   | \$1,000,000.00  |
| Aggregate  | \$1,000,000.00  |
| Pollution Liability Insurance:                                       |                 |
| X Required / 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.

#### 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 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

# REQUEST FOR PROPOSAL RFP #24-0038 CUSTODIAL SERVICES FOR THE SEDGWICK COUNTY FIRE DISTRICT 1 ADMINISTRATION OFFICE

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.

| DBA/SAME   |  |   |
|--|--|---|
| CONTACT  |  |   |
| ADDRESS  |  |   |
| PHONE  |  |   |
| STATE OF INCORPORATION or ORGA   | ANIZATION  |   |
| COMPANY WEBSITE ADDRESS  | EMAIL  |   |
| NUMBER OF LOCATIONS  | NUMBER OF PERSONS EMPLO  | OYED  |
| TYPE OF ORGANIZATION: Public Corp  | poration Private Corporation   | Sole Proprietorship   |
| Partnership Other (Describe):  |  |   |
| BUSINESS MODEL: Small Business   | Manufacturer Distribu  | tor 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)   |  |   |
| Subcontinent Asian-Woman Owned (   | 65)Hispanic Woman Owned (70)   | Native American-Woman Owned (75)  |
| Other – Woman Owned (80) – Please  | e specify  |   |
| ARE YOU REGISTERED TO DO BUSIN   | NESS IN THE STATE OF KS:Yes  | s No  |
| DUNS NUMBER:   | SAM NUMBER:  |   |
| INSURANCE REGISTERED IN THE ST   | ATE OF KS WITH MINIMUM BEST RA   | ATING OF A-VIII:YesNo   |
| ACKNOWLEDGE RECEIPT OF ADDER<br>responsibility to check and confirm all adder<br>www.sedgwickcounty.org/finance/purchasin  | ndum(s) related to this document by going to   |   |
| NO, DATED; In submitting a proposal, vendor acknowledge submission format should be by order in which should be specifically addressed and detailed delineated and detailed. | ges all requirements, terms, conditions, and s ich sections are listed throughout the docume | sections of this document. Proposal ent. All minimum and general requirements |
| Signature  | Title  |   |
| Print Name   | Dated  |   |

#### REQUEST FOR PROPOSAL

#### RFP # 24-0038

# CUSTODIAL SERVICES FOR THE SEDGWICK COUNTY FIRE DISTRICT 1 ADMINISTRATION OFFICE

Consistent with the guidance provided in Section 1 of this Request for Bid, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

| PRIVILEGE LOG         |  |                                       |  |  |  |
|-----------------------|--|---------------------------------------|--|--|--|
| Page and/or Section   | Description of Information that You Claim are      | Basis for the Claim of Privilege.     |  |  |  |
| of Information Not    | Privileged or Confidential. Do not include         | Please include the Applicable Federal |  |  |  |
| Subject to Disclosure | specific details, but rather categories or general | or State Law Cite and Rationale.      |  |  |  |
|                       | descriptions of the information in question.       |                                       |  |  |  |
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#### Attachment A

Price per square foot for standard cleaning: Shall be used for the addition or elimination of space(s) if needed.

| Day(s) / Shift        | Service |
|-----------------------|---------|
| Monday thru Friday    | \$      |
| 1 <sup>st</sup> Shift |         |
| Monday thru Friday    | \$      |
| 2 <sup>nd</sup> Shift |         |
| Saturday and Sunday   | \$      |
| 1st Shift             |         |
| Saturday and Sunday   | \$      |
| 2 <sup>nd</sup> Shift |         |

**Periodic Cleaning Service Rates** (Should include price per person, per hour, including equipment. Prices to be utilized as an additional service or an elimination of service):

| Dry Vapor Steam Clean:   | \$        | per sq. ft.          |
|--|-----------|----------------------|
| Grout Sealer:  | \$        | per sq. ft.          |
| Stain Protector:   | \$        | per sq. ft.          |
| Floor: Non-Carpet, tiled surface: Machine Scrub and Spray Buff |           |                      |
| (typically, no wax floors)                                     | <u>\$</u> | per sq. ft.          |
| Floor: Carpet, Clean by: extraction, agitation and shampoo     | \$        | per sq. ft.          |
| Wall: tiled, stone wall panels or                              | Ψ         | per sq. it.          |
| Acoustical wall clean and scrub                                | \$        | per sq. ft.          |
| Upholstered chairs:  |           |                      |
| Clean and shampoo  | \$        | each                 |
| Service Call Rates:  |           |                      |
| Monday thru Friday (1st shift):                                | \$        | per person, per hour |
| Monday thru Friday (2 <sup>nd</sup> shift)                     | \$        | per person, per hour |
| Saturday and Sunday (1st shift)                                | \$        | per person, per hour |
| Saturday and Sunday (2 <sup>nd</sup> shift)                    | <u>\$</u> | per person, per hour |
| Holidays   | \$        | per person, per hour |
| Prices for years 2, 3, 4 and 5 shall not e                     | xceed:    |                      |
| Year 2 % Year 3 %  | % Year 4  | % Year 5 %           |

|    | CONTRACT GROUP               |                                     |                  |                   |                |  |
|----|------------------------------|-------------------------------------|------------------|-------------------|----------------|--|
| ID | COUNTY BUILDING              | ADDRESS                             | APPROX<br>SQ FT* | COST PER<br>MONTH | ANNUAL<br>COST |  |
| 1. | SCFD 1 Administration Office | 7750 N Wyandotte Way, Park City, KS | 8,414            |                   |                |  |

# Attachment B



# Non-Employee - Cleaning Contractor Employee Application Form

# **Applicant Information**

| Name:                                      |                        |                    |                          |               |                                       |                      |             |
|--|------------------------|--------------------|--------------------------|---------------|---------------------------------------|----------------------|-------------|
| Last:                                      |                        | F                  | irst:                    |               |                                       | Mid                  | dle:        |
| Other Names you h                          | ave used:              |                    |                          |               |                                       |                      |             |
| Home Street Addre                          | ss:                    |                    |                          |               |                                       |                      |             |
| City:                                      |                        |                    | State                    | e:            | · · · · · · · · · · · · · · · · · · · | Zip Code:            | _           |
| Email Address:                             |                        |                    |                          |               |                                       |                      |             |
| Home Phone:                                |                        | Mobile 1           | Phone:                   |               | Work I                                | Phone:               | _           |
| Driver's License Nun                       | nber & State:          | Other Go           | vt. ID#                  | Alien F       | Registrati                            | on #:                |             |
| Concealed Carry Lice                       | ense Number:           | Date of I          |                          | Social S      | ecurity N                             | lumber:              |             |
| Race:                                      | Sex:                   | Height:            | Weight:                  | Hair C        | olor:                                 | Eye Color:           | _           |
| Are you a citizen of the                   | United States? Yes     | No If              | no, are you authorized   | to work in th | e U.S.?                               | Yes No               |             |
| Are you an alien illegal                   | ly in the United State | es? Yes N          | o If yes, explain:       |               |                                       |                      |             |
| Are you under indictme                     | nt or information in   | any court for a mi | isdemeanor or felony?    | Yes           | No                                    | If yes, explain: _   |             |
| Have you ever been con                     | victed in any court o  | f a felony offense | e? Yes No                | If yes, e     | xplain:                               |                      |             |
| Have you ever been con                     | victed of a misdeme    | anor offense? Y    | es No If yes             | s, explain:   |                                       |                      |             |
| Have you ever entered i                    | nto a diversion agree  | ement for a misde  |                          |               |                                       | xplain:              |             |
| Have you, or ever been,                    | subject to a Restrain  | ing order, or Prot | tection from Abuse Ord   | er? Yes       | No                                    | If yes, explain: _   |             |
| Have you ever been sub                     | ject to involuntary co | ommitment for ca   | are and treatment? Yes   | No            | If yes, e                             | xplain:              |             |
| Are you an unlawful uso<br>If yes, explain |                        | marijuana or any o | depressant, stimulant, n | arcotic drug  | or any oth                            | er controlled substa | ance? Yes N |

| Company Information                 |  |
|-------------------------------------|--|
| Company Name:                       | Business Address:  |
| Non-Employee - Cleaning Contra      | actor Employee   |
| Authorization for Release of inform | nation/Agreement Statement   |
|                                     | do hereby authorize a review of and full disclosure of all records orized agent of the Sedgwick County Courthouse Police Department, whether the or confidential nature to include a criminal background check from the Kenses |
| Bureau of Investigation.            | or confidential nature, to include a criminal background check from the Kansas   |

The intent of this authorization is to give my consent for full and complete disclosure of the records to include criminal records or any records to validate the application process. Ihereby authorize the Sedgwick County Courthouse Police Department personnel to review any public records relating to my personal conduct and any other pertinent information in order to render a decision regarding the application.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this released authorization will be considered in determining my request for Non-Employee - Cleaning Contractor Employee Access being granted by the Sedgwick County Courthouse Police Department. Ialso certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability that may be incurred as a result of furnishing such information. I understand that the issuance of access cards is purely voluntary, and cards are intended only for the use of persons who have unblemished records, who will not present any concern for the safety and security of the Sedgwick County Courthouses, employees and occupants.

I agree to pay any and all charges or fees concerning this request. I understand and agree with the non-refundable application or renewal fee. The fee for individuals who are not Kanas Carry Concealed License holders is \$30.00. Lost card replacement is \$20.00 and lost cards must be reported immediately.

I hereby agree to the following statements, requirements and prohibited activities related to the Non-Employee Courthouse Entry Access agreement:

- 1. I shall not tamper with, damage, deactivate, disable, defeat, modify or alter without authorization, any camera, alarm, Access Card, other security device, security program or component.
- 2. I shall not, without authorization of the Sedgwick County Courthouse Police Department access any security system computer, computer program or component.
- 3. I shall not climb over or otherwise avoid ropes, gates, barriers or security procedures or permit another to do so.
- 4. Ishall not prop open or remove an alarmed door, locked door, gate or barrier without the specific prior authorization of the Sedgwick County Courthouse Police Department.
- 5. Ishall not refuse to submit to security screening when requested.
- 6. Ishall not falsely identify myself to Security or Police personnel, or loan my card to anyone else.
- 7. I have not been charged or indicted in any court for a felony or any other crime, excluding traffic offenses,
- 8. I have not been served a restraining, protection from stalking, or protection from abuse order.
- 9. Iam not addicted to any illegal drug or any other controlled substance.
- 10. I have never been adjudicated for any mental impairment, been involuntarily committed to a mental institution or designated a person with an alcohol or substance abuse problem subject to involuntary commitment.
- 11. Iunderstand the granting of Non-Employee Cleaning Contractor Employee Access is a privilege not a right, and that any breach of the terms and requirements within this application process may result in the suspension or termination of my access.

- 12. Iunderstand weapons are prohibited in Sedgwick County Courthouses to include firearms, knives, sprays (including pepper, CN and CS), clubs and other weapons are prohibited in the Courthouses and that violation of any provisions of this Regulation will result in revocation of such person's authority to enter into the Courthouses.
- 13. Iunderstand that when using the Non-Employee Cleaning Contractor Photo ID Card it is my **obligation** to approach the nearest Courthouse Police Officer, and to display the photograph and card, until such time as he/she acknowledges the card and directs me through screening.
- 14. I understand that if I am arrested for any crime, misdemeanor or felony, or am served with a restraining, protection from stalking or protection from abuse order, it is my **obligation** to immediately notify the Sedgwick County Courthouse Police Department, and to cease using the Non-Employee Cleaning Contractor Photo ID Card, until such time as the matter has been resolved, and I have received specific permission to resume use of the card from the Sedgwick County Courthouse Police Department.

#### ACKNOWLEDGEMENT AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge. A photocopy of this release form will be valid as an original thereof, even though the said photocopy does not contain an original writing of my signature. This release is valid for one year from the date of my signature.

If this application leads to the granting of a Non-Employee - Cleaning Contractor Photo ID Card, I understand that ANY false or misleading information in my application or interview may result in revocation of my card access. I also understand that certain information contained on this form may be subject to the Kansas Open Records Act (KORA), which may result in this information being provided to the public or media.

| Signature:                            | Date                                  |
|---------------------------------------|---------------------------------------|
| Subscribed and sworn this, day of, 20 |                                       |
|                                       | Notary Public My Appointment Expires: |