



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

604 N. MAIN, SUITE F    WICHITA, KANSAS 67203-3672    TELEPHONE (316) 660-7255    FAX (316) 383-7055

**Request for Bid  
05-0076  
Janitorial Cleaning Products  
And Dispensing System**

November 4, 2005

Dear Vendor

Sedgwick County, Kansas (hereinafter referred to as "County") will accept bids for janitorial cleaning products to include a dispensing system for the Sedgwick County Juvenile Detention Facility, 700 South Hydraulic, Wichita, Kansas. This request for bid provides a scope of work, general description of the details of submittal requirements, terms and conditions of the Request for Bid.

The Purchasing Department must receive bids **no later** than 1:45 p.m., (CST), Tuesday, November 29, 2005. This department will accept responses transmitted via a facsimile but will not accept bids with insufficient postage or collect on delivery.

Should you elect to participate in the bid process, return two (2) signed completed copies of the entire document to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203-3672. Bid must be sealed in an envelope and marked with firm name and address, bid number, and bid open date.

Late or incomplete bids will not be accepted and will not receive consideration for final award.

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Carol Bevelhymer, C.P.M.  
Purchasing Agent

## REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
2. Alternate Bids (two or more Bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the Bid specifications will control.
3. Bidders MUST return two (2) signed, completed copies of the attached Response Form to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope, and marked with the firm name and address, Bid number, Bid opening date, and Bid opening time. The time of receipt will be determined by the time clock stamp in the Purchasing Department.
4. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the Bid.
6. Sedgwick County interprets the term "lowest responsible Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the Bid, and (b) determine which Bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which Bids are received.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your Bid.
8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract OR purchase order.
9. The supplier will warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the Request for Bid or purchase order, if any.
13. Contracts entered into on the basis of submitted Bids are revokable if contrary to law.
14. The Bidder agrees to comply with K.S.A. 44-1030. Bidder will:
  - 14.1. Observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
  - 14.2. Include the phrase, 'Equal Opportunity Employer,' or a similar phrase approved by the Kansas Commission on Human Rights in all solicitations or advertisements for employees.
  - 14.3. Be deemed to have breached the contract, which may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, if bidder fails to comply with the manner in which he reports to the Kansas Commission on Human Rights.
  - 14.4. Be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County; if found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final,
  - 14.5. Include the provisions of subsections (14.1) through (14.5) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractors or vendor.
15. The vendor responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.

16. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.
17. Upon award, the Bidder agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder will be liable for the County's actual damages that exceed the amount of the surety.
18. It will be understood that time is of the essence in the Bidder's performance. The Bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any bid and any/all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
22. By submission of a response, the Bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive proposing among all vendors.
23. Unless specified otherwise, all items quoted are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
24. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
25. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
26. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Carol Bevelhymmer, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7261.
27. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a Bid response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of Bid sureties (bonds, certificates of insurance, etc.).

## PURPOSE

The intent and purpose of this Request for Bid is to establish a contract with a qualified firm to provide concentrated cleaning chemicals, which incorporate the principles of and include all equipment necessary to dispense chemicals to spray bottles and mop buckets in a user ready dilution. All products supplied under this contract shall be EPA registered and meet all regulatory standards. The award of this bid will result in a contract period of one (1) year after Board of County Commission approval, with options to renew for two (2) additional one (1) year terms upon written mutual agreement. Cleaning chemicals will be requested on an as needed basis.

## REQUIREMENTS

Vendor will supply free of charge, twenty three (23) wall mounted chemical dispensing system cabinets to accurately dispense four (4) products without requiring independent field calibration. System shall also dispense clear rinse water at the touch of a selector dial and/or at the push of a button. Product chemical dilution shall be calibrated for medium duty usage by the Sedgwick County Juvenile Detention Facilities to make the most economical use of the selected products. **Vendor will install, service, and/or replace the equipment on the Sedgwick County Juvenile Complex premises for the duration of contract.**

Physical size of cabinet shall not exceed 24 inches in width or 12 inches in depth and shall be installed using expanding sleeve anchors for secure mounting to concrete block walls and must be centered at a user level directly above custodial mop sinks.

The dispensing units will use water only, no electricity in the mixing of concentrates to proper dilution. All dispensing units shall be lockable and all keyed alike.

Dispensing units with exposed chemical tubing or product containers outside of the locked cabinets are not acceptable.

Cabinets shall be constructed of stainless steel or high impact ABS plastic.

All water components shall be made from materials approved for use with potable water. Any backflow or anti-siphon device required shall be supplied with cabinets. Water supply inlet shall incorporate a removable filter screen to reduce component failure.

Each chemical product shall be packaged within a self metering carton or bottle designed to eliminate the need for cabinet re-calibration at refill or if/when new products are incorporated.

The chemical concentrates must be packaged in tamper-proof containers. The MSDS information must be on the boxes.

The products must be color and shape coded for ease of identification to aid non-English speaking or illiterate persons in using the correct product.

In calculating bid prices (see the attached Bid Response Form) the quoted dispensing system's dilution ratio shall be calibrated to medium cleaning purposes. Use the following descriptions to assist in understanding this requirement.

Light - weakest concentration of diluted product available through the dispensing system.

Medium – middle (average between “light” and “heavy”) concentration of diluted product available through the dispensing system.

Heavy - strongest concentration of diluted product available through the dispensing system.

Color Coded - Screen Printed spray bottles must be available for each of the products incorporated within the dispensing system. Each bottle must include specific product name and abbreviated MSDS information. (Stick-on labels are not acceptable).

**Products Requested**

Neutral pH Cleaner (concentrate) – A non-alkaline general purpose cleaner designed for rinse-free use by mop or auto-scrubber on waxed resilient, sealed ceramic and safe for use on synthetic rubber athletic floors maintained by nylon brushes on the auto-scrubber. Must be low foaming, free rinsing and must dry to a non-filming or non-clouding residue-free condition.

Glass & Multi-Surface Cleaner (concentrate) - Non-streaking glass and hard surface cleaner, safe for use on stainless steel surfaces and mirrors, appliances, painted surfaces, laminated plastics, solid surface counter tops, chrome plated fixtures and all plastics.

Neutral pH Disinfectant Cleaner (concentrate) – Cleaner must be a broad-spectrum, hospital grade disinfectant that works against Gram-positive and Gram-negative bacteria, viruses, and fungi. It must meet OSHA Blood Borne Pathogen standards for HBV & HIV, must be EPA and DIN registered.

Non-Acid, Neutral pH Restroom Surface Cleaner (Concentrate) – A phosphate free quaternary formulation designed for one-step cleaning, deodorizing and disinfection of all restroom and shower surfaces. It must include a broad-spectrum efficacy against common restroom microorganisms to include; HIV-1, Staph, Aureus, Salmonella Choleraesuis, E-Coli, and Trichophyton mentagrophytes. This product must be EPA & DIN registered.

**Estimated Usage**

<b>Product</b>	<b>Size</b>	<b>Initial Fill</b>	<b>Initial Stock</b>	<b>Additional anticipated Purchases</b>	<b>Total Annual Usage</b>
Neutral pH Cleaner	Single Unit	23	11	24	58
Glass & Surface Cleaner	Single Unit	23	11	56	90
Neutral pH Disinfectant Cleaner	Single Unit	23	11	16	50
Non-Acid Restroom Surface Cleaner	Single Unit	23	11	30	64
Spray Bottles/Trigger type	Quart	72	0	72	144
Dispensing Unit		23	0	0	

**Delivery**

On an “as needed” basis, not to exceed five (5) working days.  
Prices are to be FOB, Destination.

## **CLARIFICATION OF TERMS**

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact Carol Bevelhymmer, (316) 660-7261 or [cbevelhy@sedgwick.gov](mailto:cbevelhy@sedgwick.gov), no later than five working days before the due date. Any revisions to the solicitation will only be made by addendum issued by the County.

## **TESTING/INSPECTION**

County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

## **CONTRACT INFORMATION**

A contractual period will begin approximately December 15, 2005, and continue through December 14, 2006. The County will have an option to renew the contract for two (2) additional one (1) year terms, 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**

Payment will be made after receipt of products ordered and correct invoicing.

## **INDEMNIFICATION**

The successful firm shall hold the County harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the successful firm or failure of the successful firm to perform any work or obligation provided for in the agreement.

**Bid Response Form**  
**05-0076**  
**Janitorial Cleaning Products**  
**And Dispensing System**

PRICING SCHEDULE

1. The Bidder agrees to provide janitorial cleaning products at a fixed firm price for the term of the contract.

ITEM	CONTAINER SIZE	BRAND QUOTED	UNIT PRICE
Neutral pH Cleaner (Multi-purpose Cleaner)			
Glass & Surface Cleaner ( General Purpose Detergent)			
Neutral pH Disinfectant (Disinfectant Cleaner)			
Non-Acid Restroom Surface Cleaner			
Spray Bottles/Trigger Type			
Dispensing Unit			

2. Bidder agrees to provide silk-screened spray bottles at a fixed firm price for the term of the contract.

ITEM	SPRAY BOTTLE SIZE	UNIT PRICE
Neutral pH Cleaner (Multi-purpose Cleaner)		
Glass & Surface Cleaner ( General Purpose Detergent)		
Neutral pH Disinfectant (Disinfectant Cleaner)		
Non-Acid Restroom Surface Cleaner		

3. Complete the following matrix.

Product	Quoted Container Size	Average Number of Gallons of prepared solutions per container		
		Heavy	Medium	Light
Neutral pH Cleaner				
Glass & Surface Cleaner				
Neutral pH Disinfectant Cleaner				
Non-Acid Restroom Surface Cleaner				

4. Make and model of dispensing unit included free of charge:

Make \_\_\_\_\_ Model \_\_\_\_\_

**Bid Response Form  
05-0076  
Janitorial Cleaning Products  
And Dispensing System**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm or corporation making a quotation 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 Quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions; (5) if accepted by the County, this quotation is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

FIRM NAME \_\_\_\_\_ DATE \_\_\_\_\_

CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

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

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ OFFICE HOURS \_\_\_\_\_

TAXPAYER I.D. \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

**TYPE OF ORGANIZATION (CHECK ONE)**

CORPORATION\_\_\_ PUBLIC\_\_\_ PRIVATE\_\_\_ SOLE PROPRIETORSHIP\_\_\_ PARTNERSHIP\_\_\_

MINORITY BUSINESS ENTERPRISE\_\_\_ WOMAN-OWNED ENTERPRISE\_\_\_ SMALL BUSINESS ENTERPRISE \_\_\_

**GENERAL NATURE OF BUSINESS (CHECK ONE)**

MANUFACTURER\_\_\_ DISTRIBUTOR\_\_\_ RETAIL \_\_\_ DEALER\_\_\_ SERVICE\_\_\_

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

NO\_\_\_ DATED\_\_\_\_\_; NO\_\_\_ DATED\_\_\_\_\_; NO\_\_\_ DATED\_\_\_\_\_;

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 \_\_\_\_\_ Title \_\_\_\_\_

Contract will be issued for one (1) year with two (2) one-year options for renewal.  
Response must include this entire document (pages 1-8)