



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE**

Purchasing Department

525 N. Main, Suite 823, WICHITA, KANSAS 67203
TELEPHONE (316) 660-7255 FAX (316) 383-7055
www.sedgwickcounty.org/purchasing

**REQUEST FOR PROPOSAL
RFP # 08-0309**

CUSTODIAL SERVICES FOR HEALTH DEPARTMENT AT 2716 W. CENTRAL

October 30, 2008

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting proposals for Custodial Services for the Sedgwick County Health Department at 2716 W. Central, Wichita, KS. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Please carefully review this Request for Proposal, it provides general information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, you must submit one (1) original and two (2) copies of the entire document, along with any additional information requested and return in a sealed container/envelope to the Sedgwick County Purchasing Department, 525 N. Main Street, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. CST, November 18, 2008. Late or incomplete responses will not be accepted and will not receive consideration for final award.

To ensure that vendors have complete information prior to submitting a proposal, a **pre-proposal site visit has been scheduled for 1:30 p.m. CST, Thursday, November 6, 2008 at Sedgwick County Health Department, 2716 W. Central, Wichita, KS.** The primary objective of this site visit will be to tour the facility that requires the proposed janitorial services. While this is "not" a mandatory site visit, we strongly encourage your attendance as this will be the only opportunity you will have to tour the facilities.

All questions regarding this document should be submitted in writing to Dallas R. Shaffer, Purchasing Agent, at drshaffe@sedgwick.gov and Curtis Kirkpatrick at ckirkpat@sedgwick.gov no later than 5:00 p.m. CST, Monday, November 10, 2008. Any questions will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's to the right of the RFP number and description, by 5:00 p.m. CST, Wednesday, November 12, 2008. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

Dallas R. Shaffer, C.P.M.
Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/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/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. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, 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. Those 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 equipment/service that best meets its required needs, quality levels and budget constraints.**

2. BACKGROUND INFORMATION & OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 490,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas’s counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,900 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The County must receive complete building cleaning/custodial services Monday through Friday at this location:

SITE ADDRESS	APPROX. SQ FOOTAGE	SITE ADMINISTRATOR
2716 W. Central Wichita, KS 67203	13,000	Curtis Kirkpatrick

The County will furnish toilet paper, paper seat covers, paper towels, plastic wastebasket liners, and hand soap for use in the restrooms at this location. A complete listing of the required services, along with a calendar of services, appears in this document. If problems arise during this contract that cannot be resolved at the building level, either the Health Department Operations Manager or the successful proposer shall have the right to bring the concerns to the attention of the Executive Officer for the Health Department or the Director of Purchasing.

The following objectives have been identified to assist in the review process by the selection committee:

1. Guarantee excellent service in a professional and timely manner with specified parameters.
2. Receive excellent service from a qualified firm as determined by a review of references provided by current or past clients and understanding of the requirements stated herein.
3. Select the most prudent and affordable method of completion of services within specified.

3. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required in verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each proposer’s response as determined by meeting the following criteria (ranked in no particular order).

Demonstrate clearly and completely your organization’s ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal:

1. References detailing performance of proposed services that will verify service levels and capability of the respondent to provide a thorough solution.
2. Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein.
3. Proposing the services described herein with the most advantageous and prudent methodology to the County.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

4. MINIMUM FIRM REQUIREMENTS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award.

1. Possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.
2. Have the capacity to acquire all required permits.
3. Have experience in providing services similar to those specified in this Request for Proposal.
4. Provide appropriate project supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor.
6. Have a minimum of three (3) years experience in the commercial cleaning field.
7. Employ personnel that are 18 years of age or older on all County owned facilities.

5. MAXIMUM MANDATORY REQUIREMENTS

The following requirements are provided to assist proposers in understanding the objective of the County and submitting a thorough response. **Specific responses to each must be acknowledged and proposers must include an explanation for each item that describes how their product/services comply or do not comply with that requirement.** The successful proposer will provide a solution that meets or exceeds the following:

1. Supply all cleaning materials, which can either be stored on site or brought in as noted elsewhere in this document. The County will not be responsible for any equipment or supplies that the successful proposer leaves on site. The County will provide, *if possible*, a small locked storage area.
2. Except as may be noted elsewhere in these specifications, perform all work under this contract between the hours of 7:00 p.m., and 5:00 a.m., Monday through Friday. No Saturdays, Sundays or County holidays will be allowed.
3. Provide the name and telephone number of the supervisor for these services. It shall be the responsibility of the supervisor to meet with the Health Department Operations Manager on a monthly basis to inspect the building and to resolve any problems with the cleaning service and/or the cleaning personnel. The supervisor shall have the authority to bind the contractor in scope and administrative matters.
4. Notify the County of any changes in sub-contractors, if applicable, during the contract period.
5. Be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove warning signs for wet or slippery areas.
6. Understand that the term "clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease and etc.

7. Lightly dust around any papers on desks, shelves or cabinets. Prohibit their employees from disturbing papers on desks, opening desk drawers, book shelving or cabinets and using telephone or office equipment located in the facility.
8. State the normal type of cleaning materials used to ensure that no hazardous products are used in County facilities. Use of "Green" chemicals is recommended as much as possible. MSDS sheets will be required to be presented to the Health Department Operations Manager.
9. Submit a Plan of Operation to the County Designee prior to work commencement. The plan shall list the names and addresses of the custodians (including all specialists and relief personnel) and the specific areas assigned to each, the date on which other than nightly duties will be performed, and the names and addresses of all supervisors. If the work is to be organized on the area-assignment basis, each area shall be given an area or station identification number for convenient reference assigned to each, the date on which other than nightly duties will be performed, and the name and addresses of all supervisors.
10. Contractor to keep Material Safety Data Sheets (MSDS) updated and a copy readily available at each site at all times. In addition, a complete set of MSDS shall be kept current by Contractor in the County's Custodial Manager's office; and made available to County at all times.
11. Provide "on call" and/or "emergency" services. The supervisor or their representative will respond to any requests for emergencies or on call assistance within 30 to 60 minutes of initial request depending on the nature of cleaning needed.

6. SPECIFIC CLEANING

1. Daily Services – General

- a. Empty waste baskets.
- b. Dust all horizontal surfaces.
- c. Dust and spot clean desktop monitors and printer tops.
- d. Clean and sanitize drinking fountains and surrounding surfaces.
- e. Spot clean doors, frame, light switches, etc.
- f. Spot clean entry and reception lobby glass.
- g. Clean the outside of supply air vents in ceilings/walls within reasonable reach.
- h. Spot clean and vacuum all carpeted areas and doormats.
- i. Sweep, remove scuffmarks, and spot mop hard floors.
- j. Place trash securely in the County's trash dumpster.
- k. Refill hand towel dispensers.
- l. Empty recycle wastebaskets and deposit into appropriate recycle container.

2. Daily Services – Washrooms

- a. Dust all horizontal surfaces.
- b. Clean, sanitize, polish all vitreous and/or metallic fixtures.
- c. Clean all doors, glass and mirrors.
- d. Clean and sanitize all surfaces of toilets and sinks.
- e. Spot clean all walls, doors and partitions.
- f. Refill all dispensers (tissue, towels, and soaps) to normal limits.
- g. Sweep, damp mop and sanitize hard floors.

3. Daily Services – Eating/Lounge Areas

- a. Dust all horizontal surfaces.
- b. Clean and sanitize sink and counter top areas.
- c. Damp clean & sanitize tabletops, seats and chairs backs.
- d. Spot clean microwave oven, inside and out.
- e. Spot clean cupboards and refrigerator doors and handles.
- f. Sweep and damp mop hard floor areas and vacuum carpeting.

4. **Daily Services - Exterior**
 - a. Sweep all entryways and landings.
 - b. Clean glass in entryways.
5. **Weekly Services - General**
Clean interior glass within traffic reach or that with notable need.
6. **Monthly Services - General**
 - a. Spot extraction of carpet stains and traffic soils. Perform on the last working day of week.
 - b. Spot extraction of upholstery stains from waiting room chairs.
 - c. Machine burnish hard floors and re-coat traffic lanes when gloss can no longer be restored.
 - d. Clean all supply and return air vent registers.
7. **Quarterly Service**
Dust Venetian blinds and window frames and ledges.
8. **Semi-Annual Service**
Shampoo carpet and chair upholstery.
9. **Annual Services - Floors**
Strip, rinse clean, neutralize, reseal and refinish all resilient tile hard floors. This includes any areas that are not carpeted including restrooms, exam rooms, laboratory area, break room and interior door landings.
10. **Emergency/On Call Cleaning**
Provide services for cleanup of various types of spills, toilet overflows, throw ups as necessary throughout the day, response time within 30 to 60 minutes based on the nature of the cleaning needed.

The successful proposer shall note any areas which require repair and notify the Health Department Operations Manager.

7. INSURANCE REQUIREMENTS

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, worker's 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.

Worker's Compensation:

Applicable State Statutory Employer's Liability

Employer's Liability Insurance: \$100,000.00

Contractor's Liability Insurance:

Form of insurance shall be by a Commercial General 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	\$500,000.00

8. INDEMINIFICATION

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 providers 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.

9. CONTRACT PERIOD

A contractual period with the successful firm will begin following award from Board of County Commission and will be for two (2) years with two (2) one year options to renew.

The Provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County’s worker’s compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.

10. 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 with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

11. PAYMENT

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

1. Completion of the specified job services on a monthly basis.
2. Inspection and approval of job completion by the Health Care Operations Manager.
3. Receipt of correct invoicing referencing the service/billing period.

12. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Dallas Shaffer, Purchasing Department at (316) 660-7258 to confirm any/all dates.

Distribution of Request for Proposal.....	October 30, 2008
Site Visit.....	November 6, 2008
Questions Due by 5:00 p.m. CDT.....	November 10, 2008
Response to questions posted by 5:00 p.m. CDT.....	November 12, 2008
Sealed proposals due before 1:45 p.m. CDT.....	November 18, 2008
Review proposals	November 18, 2008 to December 3, 2008
Board of Bids and Contracts	December 4, 2008
Board of County Commission.....	December 10, 2008

13. PROPOSAL CONDITIONS

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

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder’s sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor’s initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal 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, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.

11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent 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. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal 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 Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer 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 Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves 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.
19. 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. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.

24. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. 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.**
25. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will 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;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
26. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
27. By submission of a response, the Proposer 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 Proposer'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. Proposers 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 proposal.
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
30. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

14. PROPOSAL CONTENT

Proposals received should reflect in detail their inclusion and the degree provided. Vendors may propose methodologies that meet the spirit of the listed requirements, but should note that the proposed system/service/product that meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. The Proposal should be organized in the following format and information sequence:

1. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
2. Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to be the provider of the outlined services.
3. Provide a list of firms who will be providing sub-contracting services.

4. Discuss the nature and level of training provided to each employee such as training in the use of equipment, handling of chemicals, blood borne pathogens, safety incident reports and basic security.
5. Acknowledge and clearly address requirements noted in section 4 and 5.
6. Acknowledge and clearly address specific cleaning requirements of section 6 in sequential order.
7. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
8. Complete the Pricing Information on page 10.
9. Provide a completed Proposal Response Form in the same format as provided on page 11.

15. PRICING INFORMATION

1. PRICING FOR ROUTINE SERVICES

I/We _____, propose to provide the services described herein at Sedgwick County Health Department, 2716 West Central, Wichita, KS 67203 address for a flat fee PER DAY of \$_____. Further, I/We understand and agree to meet or exceed all specifications, requirement, and condition described in the preceding document. We also agree to abide by all Mandatory Requirements Conditions, and Specifications, and understand that services described herein MAY be awarded on an individual basis.

2. PRICING FOR EMERGENCY/ON CALL SERVICES

I/We _____, propose to provide the services in the event of emergency or on call service request described herein at Sedgwick County Health Department, 2716 West Central, Wichita, KS 67203 address for a flat fee PER HOUR of \$_____. Further, I/We understand and agree to meet or exceed all specifications, requirement, and condition described in the preceding document. We also agree to abide by all Mandatory Requirements Conditions, and Specifications, and understand that services described herein MAY be awarded on an individual basis.

PROPOSAL RESPONSE FORM
RFP # 08-0309
CUSTODIAL SERVICES FOR HEALTH DEPARTMENT AT 2716 W. CENTRAL

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 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) the person has read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated and upon signing of a contract; and (6) mistakes in writing of the submitted bid will be the responsibility of the bidder.

FIRM NAME _____
 CONTACT _____
 ADDRESS _____ CITY/STATE _____ ZIP _____
 PHONE _____ FAX _____ HOURS _____
 TAX PAYER I.D. NUMBER _____
 COMPANY WEB SITE ADDRESS _____ E-MAIL _____
 NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
 TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____
 Sole Proprietorship _____ Partnership _____ Minority Business _____ Woman-Owned Business _____ Small Business _____
 GENERAL NATURE OF BUSINESS _____
 Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

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

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

Yes, I would like to be on the emergency vendor list. No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____

Does your company accept credit card payments? Yes No

CONTRACT PERIOD

The contract period will be for two (2) years with two (2) one (1) year options to renew.

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 _____

Print Signature _____ Date _____