



**SEDGWICK COUNTY, KANSAS**  
**DIVISION OF FINANCE**  
**Purchasing Department**  
**Joe Thomas, Senior Purchasing Agent**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
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[www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

**REQUEST FOR PROPOSAL**  
**#09-0105**  
**CUSTODIAL SERVICES FOR THE OFFICE OF THE MEDICAL DIRECTOR**  
**4343 N. WOODLAWN (Lower Level)**

May 8, 2009

Sedgwick County, Kansas (hereinafter referred to as County) will accept proposals for Custodial Services for the Office of the Medical Director at 4343 N. Woodlawn (Lower Level), Wichita, KS. This request for proposal provides a description of submittal requirements, terms and conditions.

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, complete one (1) original and two (2) signed copies of the entire document and return to Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, **NO LATER THAN 1:45 p.m. CDT, Tuesday, May 19, 2009**. Responses must be sealed in an envelope and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. The County will not accept proposals with insufficient postage or collect on delivery. 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 11:00 a.m. CDT, Wednesday, May 13, 2009 at Sedgwick County Office of the Medical Director, 4343 N. Woodlawn (Lower Level), Wichita, KS**. The primary objective of this site visit will be to tour the facility that requires the proposal for 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 and e-mailed to Joe Thomas, Senior Purchasing Agent, at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) no later than 5:00 p.m. CDT, Thursday, May 14, 2009. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) by 5:00 p.m. CDT, Friday, May 15, 2009. **Vendors are responsible for checking the web site and acknowledging any addendums on the proposal response form.**

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Joe Thomas, C.P.M.  
Senior 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.**

Receipt of vendor proposals will only be acknowledged at the proposal 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.

### **2. OBJECTIVES**

The County has identified the following objectives for securing Custodial Services described herein:

1. Procure Custodial Services meeting the parameters, conditions and mandatory requirements presented in this document.
2. Procure Custodial Services with the best proven “track-record” in performance and service.
3. Procure Custodial Services with the most advantageous overall cost to the County.

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

SITE ADDRESS	APPROX. SQ FOOTAGE	CLEANING DAYS AND TIMES	SITE ADMINISTRATOR
4343 N. Woodlawn (Lower Level)	8,000	Fridays	Jon E. Friesen

### **3. SELECTION CRITERIA**

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

1. Demonstrate clearly and completely your organization’s ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal;
2. Past performance of proposed services, which will verify service levels and capability of the respondent to provide a thorough solution;
3. Proposing the services described herein with the most advantageous and prudent methodology to the County and the Tag Offices.

4. Overall quality and cost of the firm's proposal.

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 which best meets its 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. MANDATORY REQUIREMENTS**

The following requirements are provided to assist proposer in understanding the objective of the County and submitting a thorough response.

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 bidder 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 8:00 a.m., and 5:00 p.m., on days specified. 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 Office of the Medical Director Education 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. 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.
5. Understand that the term "clean" means the removal from the premises of trash, dirt, dust, lint, marks, stains, spots, odors, film, grease and etc.
6. 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.
7. 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 Office of the Medical Director's Education Manager.

8. 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.
9. 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.
10. 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. General Cleaning**

- 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 all 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. Clean white boards with cleaning fluid.

### **2. Washrooms Cleaning**

- 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. 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. Exterior Cleaning**

- a. Sweep all entryways and landings.
- b. Clean glass in entryways.
- c. Pickup trash in parking lot.

### **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 on 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. Semi-Annual Service**

- a. Shampoo carpet.

**8. Annual Services - Floors**

- a. Shampoo chair upholstery.
- b. Strip, rinse clean, neutralize, reseal and refinish all resilient tile hard floors. This includes any areas that are not carpeted including restrooms, classrooms, laboratory area, kitchen and interior stair well and door landings.

**9. 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 Office of the Medical Director Education Manager.

**7. INSURANCE REQUIREMENTS**

Liability insurance coverage indicated below 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. 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 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 one (1) year with three (3) 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 Joe Thomas, Purchasing Department at (316) 660-7265 to confirm any/all dates.

Distribution of Request for Proposal.....	Friday, May 8, 2009
Site Visit at 11:00 a.m. CDT.....	Wednesday, May 13, 2009
Questions Due by 5:00 p.m. CDT.....	Thursday, May 14, 2009
Response to questions posted by 5:00 p.m. CDT.....	Friday, May 15, 2009
Sealed proposals due by or before 1:45 p.m. CDT. ....	Tuesday, May 19, 2009
Review proposals .....	May 19, 2009 to May 20, 2009
Board of Bids and Contracts .....	Thursday, May 21, 2009
Board of County Commission .....	Wednesday, May 27, 2009

**13. GENERAL CONTRACT PROVISIONS**

The following appendix is language the County requires for all contracts that are entered in to.

**1. AUTHORITY TO CONTRACT**

a. **Affirmation of Legal Authority.** Vendor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Vendor to act in connection with the application and to provide such additional information as may be required.

b. **Required Documentation.** 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.

**2. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is agreed that the legal relationship between Vendor and County is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Vendor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, neither Vendor nor employees of Vendor will be within the protection or coverage of County's worker's compensation insurance, nor shall Vendor or employees of Vendor be entitled to any current or future benefits provided to employees of 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 Vendor.

**3. PERSONNEL**

a. **Qualified Personnel.** Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract.

b. **Minimum Wages.** Vendor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

#### 4. PROHIBITION OF CONFLICTS OF INTEREST

a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Vendor.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Vendor at time of agreement, 2) an employee of Vendor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Vendor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Vendor or Vendor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Vendor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that Vendors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

#### 5. FUNDING

a. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is 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), and other laws of the State of Kansas. This Agreement 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 this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

b. **Non-Supplanting Existing Funds.** Vendor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

#### 6. RECORDS, REPORTS AND INSPECTION

a. **Documentation of Costs.** All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by County, Vendor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Vendor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Vendor will be withheld by County if Vendor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

d. **Audit.** Vendor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

e. **Availability of Records.** Vendor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

f. **Vendors Purchasing Procedure.** Vendor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Vendor agrees to make available a written description of its purchasing procedures if requested by County.

g. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

## 7. METHOD OF BILLING AND PAYMENT

a. **Billing Procedures.** Vendor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.

c. **Reimbursement Restrictions.** Payments shall be made to Vendor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Vendor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Vendor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Vendor.

e. **Mailing Address.** Payments shall be mailed to Vendor's address as set forth herein.

## **8. LICENSES AND PERMITS**

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Vendor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, at its discretion.

## **9. EPA APPROVED BUILDING**

Vendor will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

## **10. HANDICAPPED ACCESSIBILITY**

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements of the Americans with Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

## **11. ASSIGNMENT**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

## **12. MODIFICATION**

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

## **13. SUBCONTRACTING**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

## **14. COMPLIANCE WITH APPLICABLE LAWS**

a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

c. **Compliance With Law.** Vendor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

d. **Access to Meetings.** Vendor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

## 15. DISCRIMINATION PROHIBITED

a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain the following provisions. Therefore, Vendor agrees to the following:

- (1) Vendor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- (2) In all solicitations or advertisements for employees, Vendor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- (3) If Vendor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- (4) If Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- (5) Vendor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor
- (6) The provisions of this section shall not apply to a contract entered into by a contractor who:  
1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

b. Vendor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);
- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, &1606);

- (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (5) The Americans with Disabilities Act (AADA@) (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

c. Vendor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Vendor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

## **16. TERMINATION OF CONTRACT**

a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

- (1) A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.
- (2) A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
- (3) County fails to pay to Vendor, within thirty (30) calendar days after Vendor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.
- (4) In the event of termination, such information prepared by Vendor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- (5) Notwithstanding the above, Vendor shall not be relieved of liability to County by virtue of any breach of this contract by Vendor and County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due County from Vendor are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Vendor and termination shall be effective no earlier than thirty (30) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Vendor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

#### 14. **BACKGROUND CHECK**

Upon award of the contract, Contractor shall run thorough background investigations on all personnel that will be working in County-owned or County-operated buildings. Any convictions other than misdemeanor traffic incidents shall be brought to the attention of Sedgwick County Security to review prior to the person(s) being allowed to work at County sites. These background checks shall be performed using a national search, and shall be performed at the highest degree (most in-depth) available.

Contractor shall complete and sign the attached Criminal History Background Check Certification, indicating that a criminal history background and drug screen has been accomplished and list all assigned personnel name, birth date, address and telephone number of persons working under the contract for each person that will be present at any County building.

The drug screening and criminal history background check on any or all personnel shall be made available for viewing by County authorized personnel upon request.

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 sites shall be entirely at County Security's discretion. In addition, County reserves the right to run a criminal background check on any of Contractor's employees that will be on-site at County sites.

Contractor will provide Sedgwick County Security and County Custodial Supervisor with full name, address and phone number for each of Contractor's staff that will be involved with County buildings.

Contractor to provide each Contractor employee with a photo ID with name of company and name of employee displayed on ID. Contractor employees shall keep the photo ID visible at all times while working at County sites.

1. The County reserves the right to request removal of any of the Contractor's employees from the building at any time if evidence of felony or misdemeanor convictions (excluding traffic misdemeanors) is determined prior to; or during contract period.
2. All Contractor personnel must be a citizen of the United States, or Contractor shall show evidence to County that any of Contractor's personnel that are not US citizens are in the United States legally.

**CRIMINAL HISTORY BACKGROUND CHECK CERTIFICATION**

I, \_\_\_\_\_, as proprietor of \_\_\_\_\_

Company hereby certify that the following personnel who will be assigned to work at County have had criminal history background checks completed on them by a reputable and independent security company; that none of the personnel listed below is out of compliance with the background check requirements listed in this RFB. I further certify that any future employee assigned to work at County facilities will first have passed a similar background check and whose name and other pertinent information will be promptly provided to County Custodial Manager. I further certify each of the employees listed below has passed a pre-employment drug screen test.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## **15. 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 certify and 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.

**PROPOSAL RESPONSE FORM**  
**#09-0105**  
**CUSTODIAL SERVICES FOR THE OFFICE OF THE MEDICAL DIRECTOR**  
**4343 N. WOODLAWN (Lower Level)**

**PRICING INFORMATION**

LOCATION	APPROX. SQ FOOTAGE	COST PER MONTH for <b>ROUTINE SERVICES</b>
4343 N. Woodlawn (Lower Level), Wichita, KS	8,000	\$

LOCATION	APPROX. SQ FOOTAGE	COST PER HOUR for <b>EMERGENCY SERVICES</b>
4343 N. Woodlawn (Lower Level), Wichita, KS	8,000	\$

**PROPOSAL RESPONSE FORM**  
**#09-0105**  
**CUSTODIAL SERVICES FOR THE OFFICE OF THE MEDICAL DIRECTOR**  
**4343 N. WOODLAWN (Lower Level)**

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 making 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 proposal is entered; (4) the person has 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 upon signing of a contract; and (6) mistakes in writing of the submitted proposal will be their responsibility.

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

CONTACT \_\_\_\_\_

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

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

TAX PAYER I.D. NUMBER \_\_\_\_\_

COMPANY 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](http://www.sedgwickcounty.org/purchasing).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

Contract period will be for one (1) year with three (3) one (1) year options to renew, at the County's discretion.

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 \_\_\_\_\_