



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR BID
#20-0011
WINDOW CLEANING SERVICES**

February 18, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids from one or more firms to provide Window Cleaning Services at multiple locations. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CST, Tuesday, March 3, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

A handwritten signature in cursive script, reading "Lee Barrier".

Lee Barrier
Purchasing Agent

LB/hp

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 511,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for Window Cleaning Services in accordance with the specifications outlined, for multiple Sedgwick County facilities.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Lee Barrier
Sedgwick County Purchasing Section
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, Tuesday, March 3, 2020**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

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

III. Scope of Work

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

Contractor shall communicate with the appointed county contact for the purpose of scheduling, monitoring the status/satisfaction of the provided services and communicating any issues affecting the cleanup operations, such as, but not limited to, lighting, access, lock and keys and weather. County contact information: Facilities Maintenance, at 316-660-9075.

Facilities:	Locations:	Floors Count:
Main Courthouse	525 N. Main St.	12 floors
Historic Courthouse	510 N. Main St.	6 floors
Munger Building	538N. Main St.	3 floor
Juvenile Courts	1900 E. Morris St.	1 floors
Juvenile DA	1015 S. Minnesota St.	2 floors
Adult Detention	141 W. Elm St.	2 floors
Parking Garage	603 N. Main St.	4 floor
County Extension	7001 W. 21 st St. N.	1 floors
Public Safety Center	510N. Main St.	2 floors
Ronald Reagan Building	271 W Third	6 floors

Minimum Requirements

The county desires the most advantageous service(s) and product(s) available. The following specifications outline the minimum requirements for this RFB. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the county's objectives.

- A. All work shall be performed in an efficient manner, and shall meet the highest standards for the type of service being performed.
- B. Cleaning processes are to be completed in such a manner that the surface will be streak-free.
- C. Work is to be scheduled between the hours of 8:00 A.M.-5:00 P.M. Monday through Friday.
- D. Personnel shall not place or use equipment in locations in such a manner as to create safety hazards.
- E. Personnel shall at all times provide, place and remove warning signs/barricades as needed.
- F. Contractor is responsible for training, education, and compliance with all current OSHA and current industry safety standards, for employees and subcontractors.
- G. Contractor will be responsible for protecting county property, including, but not limited to, all adjacent building surfaces, furniture, wall and floor coverings, and computer or electronic equipment in the vicinity of the window being cleaned.
- H. A payment bond equal to 100% of the bid cost is required if subcontractors are used.

Contractor Shall:

- 1. Employ a sufficient number of experienced employees to adequately perform all services in the frequency specified. Contractor shall be responsible for the conduct and performance of contractor's employees.
- 2. Provide a current list of personnel names and photos, within 3 months of start date.
- 3. Provide a supervisor whose full-time responsibility will be to maintain quality control, supervise contractor's staff, and to serve as liaison to the County Facilities Department.
- 4. At all times enforce strict discipline and good order among its employees performing under this agreement, and shall not employ under this agreement any unfit person or anyone not skilled in the work assigned.
- 5. Comply with the county's requirements for security and operational constraints, and with all instructions from Sedgwick County Security Officers regarding safety and/or security issues.
- 6. Notify the county of damage that occurs as a result from the contractor completing scope of work. This includes but is not limited to Sedgwick County property and/or person affected by the damage. Herein, the contractor becomes responsible for all repairs at his/hers expense. Written approval from Sedgwick County is required for proposed repair work prior to commencing work. Repair work complete upon written approval from Sedgwick County.
- 7. Be entirely responsible for any loss or damage to its materials, supplies and equipment, and for the personal property of its employees while they are maintained at a county work site.
- 8. Furnish all personnel (including supervision and quality control), equipment and supplies necessary to accomplish required services to the satisfaction of the county. All equipment must be maintained in good operating condition, have sufficient quantities to adequately perform all services and meet current OSHA requirements.
- 9. Contractor shall provide all transportation, including fuel, to and from locations for the purpose of performing cleaning services, handling trash, facilitating supervision, etc.
- 10. Submit written report of damaged windows and/or frames discovered while cleaning. Report to identify location of building, side of building, floor level, approximate location of damaged window, and brief description of damage found. Damaged windows are not to be cleaned.

Throughout the duration of this agreement, Contractor hereby certifies that all personnel assigned to perform services will have been screened by means of a criminal history background check and that no convictions exist for any felony or misdemeanor, excluding traffic violations. Contractor further agrees that it will complete a Criminal History Background Check certification for each employee that will include a seven year court search for the following:

- I. National Database Criminal
- J. All Federal Districts, Federal Criminal-Kansas
- K. Sedgwick County Criminal
- L. Butler County Criminal
- M. Kansas Statewide Criminal Search
- N. Social Security
- O. City of Wichita Municipality

Contractor's Employees Shall:

1. Not appear to be under the influence of alcohol or drugs. Alcohol and drugs are not be permitted to be inside or around any county buildings.
2. Not have a loud or boisterous conduct. This shall not be permitted at any time.
3. Adhere to the county's smoking policies.
4. Not open desk drawers or cabinets at any time. Contractor's employees shall not disturb any objects in any room without specific approval from occupant of the room or from county point-of-contact.
5. Not use or tamper with office machines, equipment, or county employees' personal property at any time.
6. Receive complete, timely, and professional window cleaning services at the county locations listed above, meeting at least the minimum schedule set forth herein.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to **Lee Barrier** at lee.barrier@sedgwick.gov by 5:00 p.m. CST Tuesday March 3, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this bid number by 5:00 p.m. CST, Tuesday, February 25, 2020. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services/product specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
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.*

C. Evaluation Criteria

An award will be made to the lowest responsible and responsive bidder.

D. [Request for Bid Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	February 18,2020
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	February 21,2020
Addendum Issued by 5:00pm CST	February 25,2020
Sealed Bid due before 1:45pm CST	March 3, 2020
Board of Bids and Contracts Recommendation	March 5, 2020
Board of County Commission Award	March 11, 2020

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for three (3) years with option to renew for two (2) additional one (1) year terms.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input checked="" type="checkbox"/> Required/ <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required/ <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data.

Successful bidder 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 Bid is the property of Sedgwick County.

I. Bid Conditions

<https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf>

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VI. Required Response Content

Bid response should include the following:

1. Any exclusions clearly delineated.
2. Sample invoice.
3. Completed and signed Bid Response Form.
4. Those responses that do not include all required forms/items may be deemed non-responsive.

VII. Response Form

**REQUEST FOR BID
20-0011
WINDOW CLEANING SERVICES**

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 bidder is entered; (4) they have 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 (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **E-MAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) (Please specify _____)

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other (Woman Owned) (80) Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

☐ 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 #: _____

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/finance/purchasing.asp.

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

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

Signature _____ Title _____

Print Name _____ Dated _____