



BID DOCUMENT

FOR

JANITORIAL SERVICES

2022

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ADVERTISEMENT FOR BID

Sealed bid proposals for JANITORIAL SERVICES in the City of Edgerton, Kansas will be received from qualified bidders until **2:00 PM on FEBRUARY 9, 2022** at the Edgerton City Hall at 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

All proposals shall be made on a printed proposal form included in the BID DOCUMENT FOR JANITORIAL SERVICES containing the specifications for Work and shall be submitted in a sealed envelope addressed to the City of Edgerton and marked "RFB – JANITORIAL SERVICES."

The scope of work includes cleaning and janitorial services necessary to maintain Edgerton Community Hall and other City Offices in a clean and orderly condition in accordance with general commercial practices.

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall or on the City's website at www.edgertonks.org. Any questions shall be directed to Beth Linn, City Administrator, at 913-893-6231.

The City of Edgerton shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract and the bidder shall furnish the City of Edgerton all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Edgerton, in its sole discretion, that the bidder is qualified to carry out properly the terms of the Contract.

The City reserves the right to reject any or all proposals, waive irregularities and/or informalities in proposal and make an award in any manner consistent with the law deemed in the best interest of the City.

Bids may be held by The City of Edgerton for a period not to exceed sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigation of the qualifications of the bidder prior to awarding of the Contract.

INSTRUCTIONS TO BIDDERS

a. GENERAL NOTICE

Sealed bid proposals for JANITORIAL SERVICES in the City of Edgerton, Kansas will be received from qualified bidders until **2:00 PM on FEBRUARY 9, 2022** at

the Edgerton City Hall at 404 East Nelson, Edgerton, KS 66021 at which time they will be publicly opened. Bids received after the designated closing time will be returned unopened.

b. BIDDING DOCUMENTS

The Bid Document may be examined in the City Clerk's Office of Edgerton City Hall at 404 East Nelson, Edgerton, Kansas 66021. Copies of the Bid Document including the proposal forms for the purposes of bidding may be obtained from the City Clerk at City Hall or on the City's website at www.edgertonks.org. Any questions shall be directed to Beth Linn, City Administrator, at 913-893-6231.

c. PROPOSALS

All bid proposals shall be made on the bid proposal forms attached hereto and shall give the amount of bids for the work in both words and figures and must be signed by the Contractor. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. Every bidder must provide a BID PROPOSAL.

If a unit price or a lump sum already entered by the Contractor on the bid proposal form is to be altered, it shall be crossed out with ink and the new unit price entered above or below it, and initialed by the Contractor in ink.

In case of a discrepancy between the unit prices as indicated in figures and the unit prices indicated in words, the unit prices as written out in words in the bid proposal form shall govern and any errors found elsewhere, will be corrected.

Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Contractor and plainly marked "RFB – JANITORIAL SERVICES." The City may consider as irregular any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement thereof.

d. SIGNATURE OF BIDDER

The BID PROPOSAL must be properly signed in ink and the address of the Contractor given. The legal status of the bidder, whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws. A limited liability company shall execute the bid by its duly authorized managers or other officers in accordance with its articles or organization, operating agreement and/or applicable law. Partnership Contractors shall give full names and addresses of all partners.

If the bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the BID PROPOSAL.

Anyone signing a BID PROPOSAL as an agent or of another or others must submit with his bid legal evidence of their authority to do so.

e. ONLY ONE PROPOSAL ACCEPTED

No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

f. ADDENDA AND EXPLANATIONS

Explanations desired by prospective bidders shall be requested of the City in writing no later than JANUARY 28, 2022. If explanations are deemed necessary by the City, a reply shall be made in the form of an addendum, a copy of which will be posted to the city's website at www.edgertonks.org by February 2, 2022. Every request for such explanation shall be in writing addressed to the City Administrator. Any verbal statements regarding same by any person prior to the award shall be non-authoritative and non-binding.

Addenda issued to bidders prior to date of receipt of bids shall become a part of the contract document, and all bids shall include the work described in the addenda.

g. COMPETENCY OF BIDDER

The opening and reading of the bid shall not be construed as an acceptance of the Contractor as a qualified, responsible bidder. The City reserves the right to determine the competence and responsibility of a bidder from its knowledge of the bidder's qualification or from other sources.

h. CONDITIONS

Each bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidder shall thoroughly examine and be familiar with the specifications. It is expected that bidders will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its bid or to the contract. The City shall make all documents available to the bidder.

The bidder shall make its own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

The bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, as those laws, ordinances, rules and regulations may exist at the effective date of said contract and as they may be amended. Such shall be deemed to be included in the contract as though written out in full in the contract.

i. INSURANCE

Contractor shall maintain minimum insurance as shown below for the duration of the work, and for One (1) policy year following completion of the work, and the cost of such insurance shall be included in the rates charged by Contractor.

(1) COMMERCIAL GENERAL LIABILITY

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

Coverage shall be written on ISO occurrence form CG 0001 or equivalent. Such coverage shall also contain a "per project" aggregate endorsement. It shall also name City, its officers, officials, employees, and agents as additional insureds on a primary basis, not contributing with any insurance maintained by the City, using ISO additional insured endorsements CG 2010 and CG 2037, or their equivalent, copies of which are required to be attached to the certificate of insurance. Contractor shall maintain this coverage for itself and for all additional insureds for the duration of the project and for at least 1 policy year following completion of the Work. Such coverage shall also be written with the "Care, Custody, and Control" exclusion removed by endorsement, and noted as such on the certificate of insurance. Pollution Liability, if applicable to the type of work involved, must also be included or separate policy provided reflecting same limits and terms as above.

(2) WORKERS COMPENSATION - STATUTORY & EMPLOYERS LIABILITY

\$500,000 Each Accident

\$500,000 Policy Limit - Disease

\$500,000 Each Employee – Disease

Coverage shall apply to all workers and employees related to the work, including sole proprietors, partners, members of an LLC, and officers of a

corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage.

(3) EMPLOYEE DISHONESTY BOND

\$100,000 Blanket Limit

Coverage shall apply including third party crime coverage and with no conviction clause, and noted as such on the certificate of insurance.

(4) WAIVER OF SUBROGATION

Contractor, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City, its officers, officials, employees, and agents for recovery of damages to the extent that these damages are covered by commercial general liability or workers compensation and employers liability insurance maintained per the requirements stated above.

(5) CERTIFICATE OF INSURANCE/MISCELLANEOUS PROVISIONS

Prior to commencing the work, Contractor shall furnish an acceptable certificate(s) of insurance, identifying insurers that write Contractor's coverages, with minimum Best's Guide Rating of A- and Class VIII or better, and authorized to do business in the state of Kansas. Certificate will evidence the required coverage and endorsements stated above, with copies of the additional insured endorsements attached. Should any of the above-described policies be cancelled, non-renewed, or be materially altered, which would have an adverse effect on the coverage required by the above terms of this contract, the insurance company(ies) shall notify the City in writing at least 30 days prior to such event. This cancellation provision shall be indicated on the certificate of insurance. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness. City also reserves the right to obtain copies of Contractor's policies to validate coverage in effect if certificates are ambiguous. Annually, Contractor agrees to provide City with a new and replacement formal certificate of insurance. Not less than five (5) days prior to the expiration date, Contractor will provide City with renewal certificate and new additional insured endorsements, naming City, its officers, officials, employees, and agents as additional insured. If any portion of the work is to be subcontracted, Contractor shall require that the subcontractor(s) shall comply with the same indemnification agreement terms and be required to provide and maintain all insurance coverages and provisions as stated

above, with a formal certificate of insurance provided to City evidencing same. Acceptance of any certificate that does not comply with the above requirements shall not operate as a waiver of Contractor's obligations hereunder. And the fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by City shall not be limited by the amount of the required insurance coverage. Contractor shall notify City in writing as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit or after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract.

j. REJECTION OF BIDS

The City of Edgerton, Kansas reserves the right to reject any or all bids for any reason and to omit one or more items, or portions of items, of the proposal from the award of the Contract, in its sole discretion.

k. PAYMENTS

The City will pay the Contractor for services rendered monthly. The Contractor shall prepare and present a monthly invoice to the City setting forth time spent performing duties pursuant to this Agreement. Said invoice shall not include any time spent traveling to and from the Edgerton Community Hall/City Hall or other City Offices. City will process payment within thirty (30) days following receipt of the invoice.

SCOPE OF WORK

The scope of work includes cleaning and janitorial services necessary to maintain Edgerton Community Hall/City Hall and City Offices in a clean and orderly condition in accordance with general commercial practices. Edgerton Community Hall/City Hall is located at 404 East Nelson and the additional City Offices are located at 312B East Nelson and 305 East Nelson, Edgerton, KS 66021.

I. AREAS TO BE CLEANED

- i. Edgerton Community Hall/City Hall. The following areas shall be cleaned weekly.
 - Lobby
 - City Administrator Office
 - Assistant City Administrator Office
 - Administrative Staff Offices and File Room
 - Community Hall with Kitchen

- Men's and Women's Restroom
- ii. 312 East Nelson (Studio B). The following areas shall be cleaned twice monthly.
 - Office space
 - Kitchen
 - Bathroom
 - Conference Room
 - Hardwood Stairs leading to Upstairs Unit
 - iii. 305 East Nelson (Yellow House). The following areas shall be cleaned twice monthly.
 - Office Space
 - Kitchen
 - Bathroom
 - Hardwood floors
- m. FREQUENCY
 The services required shall be performed in a manner acceptable to the City. The services shall be performed on a frequency described above, on a day determined by the Contractor, except as otherwise provided herein, at such times and in such manner as to not interfere with office operations and rentals of Edgerton Community Hall. The Contractor shall provide cleaning dates quarterly to City staff, 30 days prior to the start of each quarter. Services shall be performed on the same day of the week. Changes to the scheduled must be requested 48 hours in advance.
- n. TASKS TO BE COMPLETED WEEKLY
- i. Vacuum carpeted floors
 - ii. Mop and/or sweep linoleum/wood floors.
 - iii. Clean/disinfect/dust all window sills, furniture, kitchen counters, table tops, desk tops and similar horizontal surfaces
 - iv. Empty wastebaskets and recycle bins. All trash and recycling shall be placed in designated containers.
 - v. Full clean/disinfect restrooms
 - Wet mop floors
 - Clean sinks, toilets and mirrors.
 - Replenish toilet tissue and paper towels. Toilet tissue and paper towels supplied by the City.
 - vi. Clean/disinfect water fountains
 - vii. Clean entrance doors and office window glass.
 - viii. Remove soiled areas and spots from the carpet and upholstered chairs

o. TASKS TO BE COMPLETED AS NEEDED OR REQUESTED

- i. Dust and/or clean tops of doors, cabinets, baseboards, exposed pipes, etc.
- ii. Dust and remove spots from walls, woodwork
- iii. Vacuum carpets with heavy duty carpet cleaner

p. MATERIALS AND EQUIPMENT

The City shall provide a wet mop and a dry mop for use at City facilities. All other materials and equipment, including tools, required for the performance of the work shall be furnished by the Contractor.

q. CONTRACT DURATION

The contract term shall be three (3) years and shall initially run from approval of a bid and the commencement of work on behalf of the City to December 31, 2024. The contract may be terminated at the end of the contract term unless the City and Contractor have mutually agreed upon an extension no later than two (2) months prior to the expiration date. All subsequent contract extensions, if any, shall be in increments of two (2) years. The City further reserves the right to unilaterally terminate the contract at any time and for any reason.

r. INDEPENDENT CONTRACTOR

The City desires to employ an Independent Contractor to perform this scope of work.

s. INDEMINIFY AND HOLD HARMLESS

Contractor will indemnify and save harmless the City, its officers, agents, elected officials, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this contract for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

t. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under the contract in compliance with applicable laws including city, county, state and federal regulations, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor where there exists conflict with ordinances of the City on the subject.

u. TRANSFER AND ASSIGNMENT

Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor. The obligations of the Contractor are not to be sub-contracted, assigned, or transferred to any person or organization without first having obtained in writing the consent of the City.

v. MODIFICATION TO RATES

The Contractor shall provide and perform all of the work specified herein for the amount indicated in the bid proposal for the duration of the contract. It is expressly understood that the payment provided for in accordance with the Bid Proposal shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

w. NON-DISCRIMINATION, AFFIRMATIVE ACTION & FEDERAL REGULATION

- i. The Contractor shall be an equal opportunity employer as defined by Section 1000 (e) of Chapter 21, Title 42, of the United States Code Annotated, and comply with all Federal Regulations or acts regarding construction or employment when Federal Funds are used on the project.
- ii. The Contractor shall observe the provision of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- iii. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- iv. If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 1977 Supp. 44-1031, as amended, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the Owner.
- v. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended in whole or in part, by the Owner.

The Contractor shall include the provisions of paragraphs (A) through (E) inclusively of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

BID PROPOSAL

To: City of Edgerton
P. O. Box 255
404 E. Nelson Street
Edgerton, Kansas 66021

The undersigned, having carefully read and considered the terms and conditions of the *Bid Document for Janitorial Services*, does hereby offer to provide cleaning and janitorial services necessary to maintain Edgerton Community Hall/City Hall and City Offices in a clean and orderly condition in accordance with general commercial practices furnish all materials, supplies, tools, labor and equipment to perform such services on behalf of the City of Edgerton of the type and quality and in the manner described, and subject to, and in accordance with, the terms and conditions set forth in the Bid Document at the rates, expressed in both words and numerals, set forth below.

ACKNOWLEDGEMENT OF ADDENDA:

I/We acknowledge receipt of the following addenda (list addenda numbers):

Dated in _____ this _____ day of _____ 20__.

BID AMOUNT:

Bid Amount by facility per month:

\$_____ (numbers)	Edgerton Community Hall/City Hall
\$_____ (numbers)	312 East Nelson (Studio B)
\$_____ (numbers)	305 East Nelson (Yellow House)

Total Bid Amount per month:

_____ Dollars (written in words) or

\$_____ (in numbers) per month.

DATE BID SIGNED:

Dated in this _____ day of _____ 20__.

SIGNATURE OF BIDDER:

(If an Individual):

By: _____

Doing business as: _____

(If a Partnership):

By: _____

Member of Firm: _____

(If a Corporation):

By: _____

Name: _____

Title: _____

SEAL

BUSINESS ADDRESS/PHONE OF BIDDER:

Address: _____

Phone: _____

Fax: _____