

NOTICE TO CONTRACTORS

Sealed proposals will be received by the City Clerk of Salina, Kansas, 300 West Ash, Room 206, until **10:00 a.m., CST, Tuesday, July 26, 2016 and opened/tabulated at a later date** for the following:

Salina Landfill Janitorial Services

Responsibilities of the Parties

City's Responsibility. The City shall make arrangement for the Contractor to enter the Administration Building and Scale House to perform cleaning between the hours of 7:00 AM and 4:30 PM, Monday through Friday and 8:00 AM and Noon on Saturdays or as otherwise mutually agreed upon.

Independent Contractor. It is expressly understood that the Contractor in performing services under this Agreement, does so as an independent Contractor in its performance of janitorial services at the Salina MSWLF. As an independent Contractor:

- (a) Shall provide all labor and equipment necessary for the janitorial service
- (b) Shall not interfere at any time with operation of the Salina MSWL

Scope of Contract:

Weekly Cleaning:

Vacuum all carpeted areas
Dust all desk tops / counters / cabinet s / bookshelves / file cabinets
Dust office equipment (computers, printers, copy machines, etc.)
Dust and vacuum all offices
Clean all mirrors
Clean and sanitize all restrooms / showers
Clean employee lounge / conference area / kitchen area
Wet mop and sanitize all tile / linoleum floors
Check and re-supply all paper towel dispensers and bath tissue
(Note -paper supplies and trash can liners will be supplied by the City of Salina)
Dispose of all trash

Monthly Cleaning:

Vacuum and or wipe down all furniture
Wipe down all doors, door sills and kick plates
Wipe down all mini-blinds and window sills
Clean windows / inside
Clean all light fixtures

Miscellaneous Cleaning on Request:

Stripping and waxing linoleum floors
Cleaning and shampooing all carpets

Equipment and Supplies:

Contractor shall provide all equipment and appropriate cleaning supplies (unless otherwise noted) necessary to perform the work described above.

The bids will be opened and tabulated at a later date. Copies of tabulated bids will be provided to all bidders. The City of Salina, Kansas, reserves the right to reject any or all proposals and to waive any irregularities therein.

CITY OF SALINA

Shandi Wicks, City Clerk

DEPARTMENT OF PUBLIC WORKS
Jim Kowach, P.E., Director of Public Works
Daniel Stack, P.E., City Engineer
Jim Teutsch, Operations Manager

300 West Ash · P.O. Box 736
Salina, Kansas 67402-0736



TELEPHONE · (785) 309-5725
FAX · (785) 309-5713
TDD · (785) 309-5747
E-MAIL: jim.kowach@salina.org
dan.stack@salina.org
jim.teutsch@salina.org
WEBSITE · www.salina-ks.gov

To: All Interested Parties
From: Ron Rouse, Landfill Superintendent
Subject: Proposal for City of Salina, Landfill Janitorial Services
Date: July 8, 2016

The City of Salina is accepting proposals for janitorial services at the Municipal Solid Waste Landfill Facility located at 4292 South Burma Road, Salina, KS 67401. The term of this contract will be for three years beginning August 16, 2016 through August 15, 2019. A draft contract has been included for your review. Exhibit A identifies the responsibilities.

Bids will be accepted on or before **Tuesday, July 26, 2016 at 10:00 a.m. CST** and will be read at a later time. The person signing the proposal must initial any corrections or erasures to the Bid Form. Proposals must be submitted in a sealed envelope and labeled **"Salina Landfill Janitorial Services."** Faxed proposals will not be accepted. Proposals received after the specified time will be returned unopened. Copies of tabulated bids will be provided to all bidders. The city reserves the right to refuse any and all proposals, to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional proposals. Sealed proposals may be dropped off or mailed to:

City of Salina, City Clerk's Office
Attn: Shandi Wicks
300 West Ash, Room 206
PO Box 736
Salina, KS 67402-0736

If you have any questions, need more information or to arrange for an inspection of the facility, please contact Ron Rouse, Landfill Superintendent at (785) 826-7395 or ron.rouse@salina.org.

Enclosures: Draft Agreement for Landfill Janitorial Services
Bid Form

AGREEMENT BETWEEN THE CITY OF SALINA, KANSAS
and

[REDACTED]
for
Landfill Janitorial Services

This Agreement is entered into **August 16**, 2016 by and between the City of Salina, Kansas, (the “City”) and [REDACTED], a [REDACTED] (the “Contractor”).

Recitals

A. The City desires to contract for **landfill janitorial** services for the purpose of **maintaining a clean office environment** in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. **Definitions.** Capitalized words used in this Agreement shall have the following meanings:

“**Agreement**” means this Agreement for **landfill janitorial services**, as amended and supplemented from time to time.

“**City**” means the City of Salina, Kansas.

“**Contractor**” means [REDACTED] and its successors.

2. **Exhibits.** The following Exhibits are attached to and made a part of this Agreement (Mark with “X” if applicable):

Exhibit A: Responsibilities of the Parties

Exhibit B: Term; Schedule

Exhibit C: Basis of Payment

Exhibit D: Insurance Requirements

3. **Responsibilities of the Parties.** The parties agree to perform the responsibilities outlined in the attached and incorporated Exhibit A.

4. **Term; Schedule.** The Contractor agrees to perform its responsibilities during the term and according to the timeframe and schedule described in Exhibit B, subject to the potential for prior termination pursuant to the terms of this Agreement.

5. **Payment.** The City shall pay the Contractor for the performance of its responsibilities pursuant to this Agreement as set forth in Exhibit C.

6. **Insurance Requirements.**

6.1. **Types and Amount of Coverage.** The Contractor agrees to obtain insurance coverage as specified in Exhibit D, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Agreement, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in Exhibit D. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent “Bests” insurance guide, and admitted in the State of Kansas. Except as otherwise specified in Exhibit D, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Agreement and shall immediately notify the City’s Risk Management Department at (785) 309-5705 in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, negligent acts, errors, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

9. **Voluntary Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party. In the event of such termination, the Contractor shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Contractor pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

10. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement (“Event of Default”).

11. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

11.1 **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party’s rights under this Agreement.

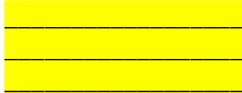
11.2 **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

12. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

13. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified

mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: City Clerk
Attn: Shandi Wicks
P.O. Box 736
Salina, KS 67402-0736

CONTRACTOR: 

14. Retention and Inspection of Records. The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. The records shall be maintained during the term of this Agreement, and for a period of three (3) years from the date of final payment under this Agreement (the “Retention Period”); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Agreement. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Agreement. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

15. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City’s governing body for future fiscal years. If the City’s governing body does not appropriate the funds necessary to fulfill the City’s financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

16. Relationship. It is expressly understood that Contractor in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its responsibilities as outlined in Exhibit A. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

17. Subcontracting. Contractor shall not subcontract any work or services under this Agreement without the City’s prior written consent.

18. Compliance with Applicable Law.
Contractor shall comply with all applicable federal, state, and local law in the performance of this Agreement.

19. Equal Opportunity.

- (a) In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, the Contractor and its subcontractors, if any, agree that:
 - (1) The Contractor shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;

- (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase “equal opportunity employer,” or a similar phrase to be approved by the City’s human relations director;
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas human rights commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (4) If the Contractor is found guilty of a violation of Chapter 13 of the Salina Code or the Kansas act against discrimination under a decision or order of the Salina human relations commission or the Kansas human rights commission which has become final, the Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and
 - (6) The Contractor shall include similar provisions in any subcontract under this Agreement.
- (b) The provisions of this section shall not apply to this Agreement if the Contractor:
- (1) Employs fewer than four employees during the term of this Agreement; or
 - (2) Contracts with the City for cumulatively \$5,000 or less during the City’s calendar fiscal year.

20. Administration of Agreement. All references in this Agreement requiring the City’s participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

21. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

22. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Contractor’s choice.

23. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Saline County, Kansas District Court.

24. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

25. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

26. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

27. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

28. Persons Bound. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

30. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

31. **Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

32. **Conflict Resolution.** No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

33. **No Third Party Beneficiaries.** Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

34. **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions inserted or attached, and initialed by all parties, shall supersede all conflicting printed provisions.

35. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

36. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

37. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF SALINA, KANSAS

By: _____
Kaye J. Crawford, Mayor

Attest: _____
Shandi Wicks, CMC, City Clerk

Form: _____
Legal Counsel



By: _____

_____ (name)
_____ (title)

EXHIBIT A RESPONSIBILITIES OF THE PARTIES

City's Responsibility. The City shall make arrangement for the Contractor to enter the Administration Building and Scale House to perform cleaning between the hours of 7:00 AM and 4:30 PM, Monday through Friday and 8:00 AM and Noon on Saturdays or as otherwise mutually agreed upon.

Independent Contractor:

It is expressly understood that the Contractor in performing services under this Agreement, does so as an independent Contractor in its performance of janitorial services at the Salina MSWLF. As an independent Contractor:

- (a) Shall provide all labor and equipment necessary for the janitorial service
- (b) Shall not interfere at any time with operation of the Salina MSWL

Scope of Contract:

Weekly Cleaning:

Vacuum all carpeted areas
Dust all desk tops / counters / cabinets / bookshelves / file cabinets
Dust office equipment (computers, printers, copy machines, etc.)
Dust and vacuum all offices
Clean all mirrors
Clean and sanitize all restrooms / showers
Clean employee lounge / conference area / kitchen area
Wet mop and sanitize all tile / linoleum floors
Check and re-supply all paper towel dispensers and bath tissue
(Note -paper supplies and trash can liners will be supplied by the City of Salina)
Dispose of all trash

Monthly Cleaning:

Vacuum and or wipe down all furniture
Wipe down all doors, door sills and kick plates
Wipe down all mini-blinds and window sills
Clean windows / inside
Clean all light fixtures

Miscellaneous Cleaning on Request:

Stripping and waxing linoleum floors
Cleaning and shampooing all carpets

Equipment and Supplies:

Contractor shall provide all equipment and appropriate cleaning supplies (unless otherwise noted) necessary to perform the work described above.

EXHIBIT B
TERM; SCHEDULE

Contract Timeframe. This contract shall be effective from August 16, 2016 to August 15, 2019. This contract shall terminate on August 15, 2019, unless terminated by either party during this term, by giving a thirty (30) days written notice to the other party. See Section 9. Voluntary Termination.

EXHIBIT C
BASIS OF PAYMENT

1. **Compensation.** The Contractor desires to engage in janitorial services at the Salina MSWLF and will be compensated for that service as follows:

For performance of the specified janitorial services in Exhibit A:
\$ per/month

2. **Invoices.** The Contractor agrees to submit to the City an invoice for janitorial services provided within the prior month. The invoice will be mailed to:

City of Salina
Landfill
PO Box 736
Salina, KS 67402-0736

3. **Payment.** The City shall pay the Contractor for each invoice within 14 days after receiving the invoice.

BID FORM

TO THE BOARD OF COMMISSIONERS
CITY OF SALINA, KANSAS

Project Name: Salina Landfill Janitorial Services Agreement
Project No.: Landfill Janitorial Services
Draft Agreement is Attached

Commissioners:

1. Proposal to Enter into Contract. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City for Landfill Janitorial Services for the price and within the time indicated in this Bid and in accordance with the other terms and conditions of the proposed Agreement.

2. Bidder's Acknowledgments. Bidder accepts all of the terms and conditions of the Agreement. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request by the City. Bidder will sign and deliver the required number of counterparts of the Agreement within 10 days after the date of the City's notification of award.

3. Bidder's Representations. In submitting this Bid, Bidder represents that:

- a. Bidder has carefully reviewed the proposed Agreement and the following addenda, receipt of which is hereby acknowledged:

1. _____

2. _____

3. _____

Bidder understands and agrees that in signing this bid form, Bidder waives all right to plead any misunderstanding regarding the Agreement or the above-referenced addenda.

- b. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost and performance of work.
- c. Bidder has given the Public Works Department written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the proposed Agreement, and the City Staff's written explanation is acceptable to Bidder.

4. Bid Price. Bidder will provide the Responsibilities of the Parties (Exhibit A) in accordance with the Agreement for the following unit prices:

For performance of the specified janitorial services: \$ _____ per/month

5. Business Designation. Bidder represents that its business designation is as follows (check one):

Individual/Sole Proprietorship	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Kansas Corporation	<input type="checkbox"/>
Kansas Limited Liability Company	<input type="checkbox"/>
_____ Corporation*	<input type="checkbox"/>
_____ Limited Liability Company*	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>
<i>*Please indicate the state in which entity is organized</i>	

NAME OF BIDDER: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

BY: _____

TITLE: _____

DATE SUBMITTED: _____