



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316-383-7055
<http://www.sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
18-0003
COMMUNITY E-WASTE COLLECTION EVENT

January 10, 2018

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide for a County Wide Residential E-Waste Collection Event. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45pm CST, January 23, 2018.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers 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 Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

A handwritten signature in cursive script that reads "Kimberly Bush".

Kimberly Bush, CPPB
Purchasing Agent

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

I. [About this Document](#)

This document is a Request for Proposal. It differs from a Request for Bid or 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 or 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. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, 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. 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 service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 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 2,500 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.

In order to minimize solid waste, increase recycling, and improve the efficiency of solid waste collection, while minimizing financial impacts to our citizens, Sedgwick County will provide a multi-days residential e-waste collection event. The event will be held on all **Thursdays through Saturdays from March 29, 2018 to April 21, 2018**. The location of the event will take place at: Sedgwick County West Yard, 4701 S. West St., Wichita, KS.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide electronic waste recycling. The following objectives have been identified for this contract:

1. Acquire electronic waste recycling services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire electronic waste recycling services with the most advantageous overall cost to the County.

IV. Submittals

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, 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:

Kim Bush, CPPB
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, January 23, 2018. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Item No.	Requirement
1	Kansas vendors must have a Solid Waste Facility Permit. Provide proof of permits and certifications.
2	Vendor must work with county staff to organize the collection site <ol style="list-style-type: none">a) Coordinate proper staffing to maximize labor.b) Arrange site to facilitate removal of collected material from the site.
3	Site to be set up by 5:00pm every Wednesday through the duration of the event.
4	Vendor must provide workers to assist with the collection event. Specify the number of workers available.
5	Vendor must provide all equipment for the event (trucks, trailers, gaylords, pallets, forklifts, etc.) if needed.
6	Vendor must provide project supervision (as required) and quality control procedures.
7	All e-waste collected MUST be removed from site by the following Wednesday by 5:00pm during the duration of the event.
8	All electronic equipment and components removed from electronic equipment must be recycled at appropriate domestic recycling facilities in accordance with all federal, state and local regulations.
9	Electronic equipment and components removed from electronic equipment determined to be hazardous wastes can be managed with the reduced requirements of the Universal Waste Rule in Part 273.
10	Vendor will indemnify, defend, and hold Sedgwick County harmless against losses due to non-compliance with any applicable federal, state, and local laws, regulations and executive orders, and all amendments thereto.

	including but not limited to those relating to the design, manufacture, testing, labeling, sale, and transportation of the goods and/or services purchased hereunder, as well as with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, sex, equal opportunity affirmative action, employment of disabled veterans and veterans of the Vietnam era, and employment of the handicapped.
11	Utilize only those downstream vendors that are in complete compliance with all applicable federal, state and local environmental and health and safety regulations.
12	Comply with the following standards of performance for recycling <ul style="list-style-type: none"> a) Refurbish units that are viable and encourage reuse of workable units. b) For units recycled, encourage the highest level of recycling and minimize the amount sent to a landfill. Contractor will not maintain outdoor storage or piles of dismantled equipment, units or parts unless secondary containment is provided to prevent dust or runoff. c) Absolutely no burning or incineration as a disposal method or in the recycling process. d) Document the removal of hazardous components from equipment before shredding. e) Prohibition of exporting non-working or untested working equipment in compliance with federal laws and regulations. f) Obtain and maintain copies of paper trails of all recycling and disposals of electronic waste. g) Prohibition of disposing of any e-scrap or equipment with leaded glass, mercury, circuit boards, or other hazardous materials in a landfill or waste-to-energy incinerator. h) Maintain written procedures for prevention of environmental contamination and handling unknown wastes.
14	List any manufacturers that offer take back programs for their units, describe these offers, and specify how these programs will be shared with the county.
15	Provide report detailing the amount (in pounds) of material collected, recycled, and disposed as waste. Report the number of televisions, computer monitors, and computers received. This report will detail the amount of material collected which processing, recycling and disposal costs will be paid by manufacturers' take back programs.
16	Accept computers, laptops, printers, television sets, cell phones, batteries, printers, tablets and e-readers, network devices (routers, hubs, modems, etc.), peripherals (keyboards, mice, cables, cords, chargers, etc.), components (hard drives, CD-ROMs, circuit boards, power supplies, etc.), VCRs, DVRs, DVD & Blu-ray Players, digital converter boxes, cable/satellite receivers, portable music players, audio-visual equipment, video games, pagers, PDAs, phones, printers, scanners, fax-machines, and copiers.
17	Burning or incineration shall not be considered recycling for the purposes of this contract and is banned as a disposal method without written permission from Sedgwick County.
18	Mercury-containing equipment: mercury lamps must be processed by vendors (sub-contractors) experienced in handling and recycling mercury. Any mercury-containing components must be recovered and not landfilled.
19	Vendor shall recycle rechargeable batteries at a permitted battery recycling facility.
20	Vendor agrees to consult with Sedgwick County to define a data destruction solution appropriate to Sedgwick County's privacy obligations under the law and to the degree of care Sedgwick County wishes to exercise with its proprietary data. This solution will be described in detail in the associated Statement(s) of Work. Vendor warrants that it will in all cases execute Sedgwick County's written instructions pertaining to data destruction upon receipt at Vendor's facility and will furnish Sedgwick County documentation demonstrating the faithful execution of those instructions. Vendor will indemnify Sedgwick County against actual losses resulting from Vendor's failure to destroy data as instructed, up to a maximum of \$5 million per incident, inclusive of attorney's fees. Under no circumstances shall Vendor be held responsible for loss of data prior to taking possession of equipment.
21	Vendor and/or its subcontractor(s) will drill/shred all hard drives received from event within 72 hours of receipt and provide the location of where the destruction of the hard drives.

VI. 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.
- Conduct final inspection and approve payment.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kim Bush at Kimberly.Bush@sedgwick.gov by 5:00 p.m. CST Tuesday January 16, 2018. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST Thursday January 18, 2018. Firms are responsible for checking the website and acknowledging any addenda on their proposal 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 Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of 5 years' experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
Demonstrate clearly and completely your organization's ability and capacity to meet all Scope or Work requirements, including specific details as to how items will be achieved. Yes or No answers may result in lower scoring for this section.	40
Quality of references detailing performance of proposed services that will verify service levels and capability of the respondent to provide a thorough solution.	20
Proposing the services described herein with the most advantageous and prudent methodology to the county and the best business practice of the Environmental Resources Office.	20
Following all instructions and meeting firm requirements.	10
Overall cost of the proposal*	10
Total Points	100

*Scoring for cost will be calculated by using the total 5 year cost (total implementation and 5 years of annual support) provided in Attachment C.

Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. \$38,000.00 divided by \$50,000.00 =.76 .76*10 7.6 points
- B. \$38,000.00 divided by \$38,000.00 =1.00 1.00*10 10 points
- C. \$38,000.00 divided by \$49,000.00= .77 .77*10 7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. [Request for Proposal Timeline](#)

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

Distribution of Request for Proposal to interested parties	January 10, 2018
Questions and clarifications submitted in writing by 5:00 p.m. CST	January 16, 2018
Addendum Issued	January 18, 2018
Sealed Proposal due before 1:45pm CST	January 23, 2018
Evaluation Period	January 24-February 7, 2018
Board of Bids and Contracts Recommendation	February 8, 2018
Board of County Commission Award	February 14, 2018

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

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and receipt of executed contract. The contract will be complete upon end of event and receipt of all requested reports and documentation.

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

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [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, 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. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify 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 proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, 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 proposer 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 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.

I. [Proposal Conditions](#)

http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

General Contract Provisions

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

Mandatory Contract Provisions

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

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VIII. [Required Response Content](#)

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. Detailed responses to Section V. Scope of Work. Provide as much detail as possible, yes or no answers may result in lower scoring of your response.
6. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
7. A description of the type of assistance that will be sought from county staff, including assistance required from the County to lessen the costs of this project.
8. Proof of insurance meeting minimum insurance requirements as designated herein.
9. Provide clearly marked and detailed pricing for cost of services as a cost per pound collected during entire event. Pricing should take into consideration all staffing, equipment, licensing fees, disposal fees, etc. Pricing shall be for full service event operation on days indicated herein. Any set-offs, manufacturer credits, etc. that would be offered to the county should be noted in your response.
10. All responses shall be organized in clearly marked sections for ease of review by county staff.
11. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form (page 1 of 2)

**REQUEST FOR PROPOSAL
18-0003**

COMMUNITY E-WASTE COLLECTION EVENT

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

NAME _____

DBA/SAME _____

CONTACT _____

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

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

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ **EMAIL** _____

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

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 _____

CONTINUED ON NEXT PAGE

RESPONSE FORM (page 2 of 2)

Description	Total Cost
E-Waste Collection Events Thursdays through Saturdays from March 29, 2018 to April 21, 2018 (12 days total)	\$

Additional Notes/Considerations Regarding Cost:

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____