



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**PURCHASING DEPARTMENT**

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<http://sedgwickcounty.org/finance/purchasing.asp>

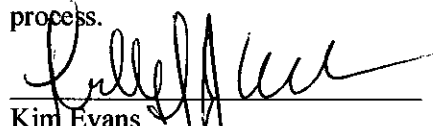
**REQUEST FOR PROPOSAL**  
**#13-0071**  
**ELECTRONIC WASTE DISPOSAL**

May 24, 2013

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting proposals from qualified firms to provide electronic waste disposal for all Sedgwick County departments. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, submit one (1) original, and one (1) electronic copy (Word or PDF) of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CDT, June 11, 2013**. 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. The time stamp clock in the Purchasing Department will determine the time of receipt.

Proposed base pricing for product/services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. More than one (1) proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

  
\_\_\_\_\_  
Kim Evans  
Purchasing Agent

## 1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution to our email archiving needs, as described on the cover page and in the following Background Information section. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be reviewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria to 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 meetings with vendors, after receipt of all proposals. A Contract will be awarded to a qualified vendor submitting the best proposal as determined by the County Counselor. 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.

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.

## 2. BACKGROUND INFORMATION & OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 470,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3,000 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 Division of Information & Operations (DIO) and Environmental Resources are working jointly to secure services for the environmentally sound disposal and/or recycling of various electronic devices through Sedgwick County's facilities. The services will require the proposers to closely coordinate scheduling with County staff as there is no centralized location for the devices being recycled. Most, if not all, County facilities **do not have loading docks or storage capacity adequate for palletizing and shrink wrapping the e-waste. The proposers should have lift gate vehicles to assist in the process.** Sedgwick County desires to have pick-up in 7 to 10 days for initial scheduling call.

The intent of the Request for Proposal is to establish a contract with an electronic waste disposal firm for Sedgwick County. The contract will be a five (5) year contract, with two (2) one (1) year options to renew.

## 3. SELECTION CRITERIA

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

- Demonstrate clearly and completely your organization's ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal;
- References detailing performance of proposed services that will verify service levels and capability of the respondent to provide a thorough solution;
- Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein;

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and

- Proposing the services described herein with the most advantageous and prudent methodology to the County and the best business practice of the Division of Information & Operations and Environmental Resources Office.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

*No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.*

#### **4. MINIMUM FIRM REQUIREMENTS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided in proposer's response to this Request for Proposal.

1. Possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.
2. Adhere to all local, state and Federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Have experience in providing services similar to those specified in this Request for Proposal.
5. Provide at least four (4) references for which firm has provided similar services to, including company name, contact name, phone number, address, and dates of services (at least one of these references should be for a Government entity, if possible).
6. Provide appropriate project supervision and quality control procedures.
7. 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.

#### **5. MINIMUM MANDATORY SYSTEM FEATURES**

The following requirements are provided to assist proposers in understanding the objectives of the county and submitting a thorough response. **Specific responses to each must be acknowledged and proposers must include an explanation for each item that describes how their product/service complies or does not comply with that requirement.** *All requirements are minimum unless otherwise noted.* The successful proposer will provide a solution that meets or exceeds the following requirements:

	<b>Requirement Description</b>	<b>Yes</b>	<b>No</b>
5.1	The Vendor shall provide access to its facilities, including those of any sub-contractor, to the Sedgwick County staff, at all reasonable times (normal business hours) in order to monitor and evaluate the services provided under this contract. On-site visits could be made without notice.		
5.2	The Vendor shall furnish proof of Pollution Liability or Environmental Impairment insurance in the amount of the least \$1,000,000 combined single limit, \$2,000,000 aggregate, with Sedgwick County, its officers, employees, and agents covered as additional insureds.		
5.3	Vendor must have capability to recycle electronics or subcontract with a downstream electronics recycler. Sedgwick County defines electronics		

	recycling as the means that equipment is reused, dismantled, or processed for the reuse or refining of its component parts so as to bring or restore the material to a state in which it can be used as a feedstock for manufacturing processes.		
5.4	Vendor shall comply with Standards of Performance for Recycling. (Attachment A).		
5.5	Vendor shall not maintain outdoor piles of dismantled equipment or parts, unless secondary containment is provided to prevent dust or runoff to drains.		
5.6	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. Vendor must comply.		
5.7	Monitors, Televisions and other equipment containing Cathode Ray Tubes (CRTs): The CRTs shall be recycled at domestic glass-to-glass recycling facilities, lead smelters, or glass recyclers. Other components that are part of CRTs shall be recycled at appropriate recycling facilities. The vendor shall document any materials that cannot be recycled and that are disposed, per Reports section 5.15.		
5.8	Other Electronic Equipment (including but not limited to CPUs, desktop computers, circuit boards, power supplies, servers, routers, laptop computers, peripherals, VCRs, cables, PDAs, cell phones, etc.). Vendor shall recycle the electronic equipment at appropriate domestic recycling facilities, in accordance with all Federal, State and Local regulations. The Vendor shall document any materials that cannot be recycled and that are disposed, per Reports section 5.15.		
5.9	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.		
5.10	Vendor shall recycle batteries at a permitted battery recycling facility.		
5.11	Verify that any nonprofit donees of reusable or refurbished equipment can assure appropriate end-of-life management when they are done with Sedgwick County's old equipment.		
5.12	Vendor shall comply with all Federal, State, and Local regulations. 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.		
5.13	Vendor must have facilities located in the Midwest to assist in holding transportation costs to a minimum.		
5.14	Vendor further represents and warrants that no service provided hereunder infringes, either individually or collectively, upon any intangible rights of a third party, including intellectual property rights.		
5.15	After each disposal the vendor shall furnish to Sedgwick County reports showing a detailed description of each item picked up including, but not limited to; serial number, manufacturer, firm/subcontractor performing the recycling/processing, and total dollars billed/paid. Sedgwick County reserves the right to request additional information, if required, when reviewing contract activity.		
5.16	The Vendor shall list each sub-contractor, facility, and transporter used in fulfilling this contract, and for each, shall provide a contact person, phone number, site address, and certification and/or permit number(s). The report shall also include the process and/or procedure used for each batch or unit accepted from Sedgwick County.		

5.17	Vendor shall provide documentation, describing which, if any, materials were disposed, the final destination of such materials, and the method of disposal.		
5.18	Vendor and/or its subcontractor(s) will comply with all Health Insurance Portability and Accountability Act (HIPAA) rules and will sign a HIPAA Confidentiality Agreement (Attachment B) in conformance with Sedgwick County HIPAA policies.		
5.19	Vendor and/or its subcontractor(s) will drill/shred all hard drives received from Sedgwick County within 24 hours of receipt, if not reusable.		
5.20	If a vendor and/or its subcontractor(s) encounter any HIPAA information during the refurbishment of a Sedgwick County device, they are to notify Sedgwick County immediately and follow all procedures as set forth in the Confidentiality Agreement.		
5.21	If any piece of Sedgwick County equipment is received with a fixed asset tag (metal identification number), the tag is to be removed and sent back to Sedgwick County during the next scheduled pick up of devices.		
5.22	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.		

## **6. DATA OWNERSHIP**

The successful proposer agrees all data, records and information in whatever form, in the custody or control of Sedgwick County to which the successful proposer, its agents and employees that 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 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. Additionally, the successful proposer agrees it will not use any names or addresses contained in such data, records 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. Additionally, 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 proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information.

**7. INSURANCE REQUIREMENTS**

<b>Worker's Compensation:</b>	
Applicable State Statutory	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

**8. INDEMNIFICATION**

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

**9. CONTRACT PERIOD INFORMATION**

A contractual period with the successful firm will begin following award from Board of County Commission and will be for five (5) years with two (2) one year options to renew.

If, through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written

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notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to the document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposal and award an agreement for the same services to another qualified firm to provide services.

Payment for all specified services to the successful firm will be made following:

- Monthly invoicing, including itemized statement;
- Verification that the specified services have been completed;

### **10. TERMINATION**

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

### **11. TENTATIVE TIME LINE**

The following dates are provided for information purposes and are subject to change without notice. Contact Kimberly Evans, Purchasing Department at [kjevans@sedgwick.gov](mailto:kjevans@sedgwick.gov) to confirm any and all dates.

Distribution of Request for Proposal to interested parties	May 24, 2013
Clarification, Information and Questions submitted in writing	May 29, 2013
Addendum Issued	June 5, 2013
Sealed proposals due before 1:45 p.m. CDT	June 11, 2013
Evaluation Period	June 12-26, 2013
Board of Bids and Contracts Recommendation	June 27, 2013
Board of County Commission Award	July 10, 2013

### **12. PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct

negotiations thereafter.

5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8<sup>th</sup> Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully

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considered the nature and scope of the project as aforesaid.

18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.

28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

### **13. GENERAL CONTRACT PROVISIONS**

**[http://www.sedgwickcounty.org/purchasing/pdf\\_files/General\\_Contract\\_Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf)**

### **14. PROPOSAL CONTENT**

Proposal(s) should be organized in the following format and information sequence:

#### **Checklist**

*Use this checklist to ensure that all of the required documentation is in place before submitting a proposal.*

- |  |   |
|--|---|
| 1. Completed Proposal Response Form                      | □ |
| 2. Firm and Reference Information                        | □ |
| 3. Detailed responses to Section 5, pages 3-5.           | □ |
| 4. Completed pricing table in Section 15 page 11.        | □ |
| 5. Copy of sample contract language                      | □ |
| 6. Read and acknowledge Attachments A and B pages 13-16. | □ |

### **15. PRICING**

DESCRIPTION OF ITEM	COST	COMMENTS
Monitors, Televisions and other equipment containing Cathode Ray Tubes		
CPUs, desktop computers, circuit boards, power supplies, servers, routers, laptop computers, peripherals, VCRs, cables, PDAs, cell phones		
Equipment containing Mercury		
Batteries		
Medical Equipment		
Drill/shred hard drives		

**PROPOSAL RESPONSE FORM**  
**13-0071**  
**ELECTRONIC WASTE DISPOSAL**

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 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 proposal 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 \_\_\_\_\_

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

INCORPORATED \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_

General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_

Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business: \_\_\_\_\_ Certification # \_\_\_\_\_

African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_ Woman Owned Business \_\_\_\_\_

**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 <http://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 \_\_\_\_\_

## **Attachment A: Standards of Performance for Recycling**

1. Preference for e-Stewards R2 members, or ISO 14001 certified firms.
2. Firm must be audited by an independent third party as to conformance with industry standards.
3. Encourage reuse of workable units and refurbishment of units where viable.
4. Prohibit use of prison (incarcerated) labor for disassembly or recycling.
5. For units that are recycled, encourage the highest level of recycling and least amount of landfilling possible.
6. Prohibition of incineration of potentially toxic materials, including leaded glass, mercury, circuit boards, and other toxic components.
7. Vendor and its sub-vendors will not export any non-working or non-tested working equipment in violation of laws in importing and transit countries.
8. Verify that all equipment sent to reuse markets is first tested for functionality prior to export to non-OECD/EU countries (and if doing so, requiring reporting on units by make, model, serial number, year of manufacture).
9. Provide proof that the company has or is writing an environmental management system with certification or proof of auditing of some type. Refer to organizations listed in item 1.
10. Written procedures for prevention of environmental contamination; handling unknown wastes; materials management plans; and certification to handle hazardous wastes.
11. In good standing with all required permits, inspections, etc. at the local, state, and Federal level. Kansas E-waste processors must show proof of Solid Waste Processing Facility Permit for an E-Waste Reclamation Facility or application for permit with the Kansas Department of Health and Environment (KDHE). If application for permit is denied by KDHE then this contract will be immediately terminated.

## ATTACHMENT B CONFIDENTIALITY AGREEMENT

### CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Sedgwick County, Kansas, (hereinafter referred to as the "County") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, it is the policy of Sedgwick County to ensure that Contractors that Sedgwick County contracts with agree to maintain confidentiality of any confidential information the Contractor may come into contact with in performing contractual obligations; and

**WHEREAS**, Sedgwick County's policy requires it to enter into confidentiality agreements with any Contractor that may come into contact with, or have access to, confidential information, therefore:

The parties hereby agree to the following terms.

1. As used herein, the following terms shall have the following meanings:

**"Confidential Information"** includes any information, regardless of the manner in which it is communicated or maintained (e.g., oral, paper, or electronic) relating to the past, present, or future physical or mental health or condition of a client; the provision of health care to a client; or the past, present, or future payment for the provision of health care to a client. This information also includes demographic information, e.g., address, telephone number, employer, date of birth, next of kin, identification numbers.

**"Receive," "Receiving," and "Receipt"** means, with respect to Confidential Information, to come into possession, custody, or control; to perceive; to create; to gain the ability to come into possession, custody, or control; or to gain the ability to perceive Confidential Information in whatever form (oral, visual, written, electronic, or otherwise).

**"Use"** means, with respect to confidential information, accessing, reviewing, employing, applying, utilizing, examining, or analyzing such information, or sharing or discussing such information with other members of Sedgwick County's workforce.

**"Disclose"** means, with respect to Confidential Information, release, transfer, provision of access to, or divulging in any other manner such information to a person or entity who is not a member of Sedgwick County's workforce.

**"Computer Systems"** includes but is not limited to: computer files, computer hard drives, local area network, wide area network, mainframe, electronic mail, internet access, intranet access, electronic medical records, and electronic order entry.

2. In performing its contractual obligations, Contractor may come into contact or have access to Confidential Information. As a condition of and in consideration of that contact or access of Confidential Information:

a. Contractor understands that Contractor has no right or ownership interest in any Confidential Information which Contractor may receive. Sedgwick County may, at any time and for any reason, revoke Contractor's password, access code, or any other authorization Contractor has that allows Contractor to receive Confidential Information in any form.

b. Contractor understands that Contractor's obligations under this Agreement will continue after termination of Contractor's contractual relationship with Sedgwick County. Contractor understands that Contractor's privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.

c. The use and disclosure of Confidential Information is governed by Federal and State laws and regulations as well as Sedgwick County's policies and procedures. The purpose of these specific requirements is to guarantee that Confidential Information remains confidential, i.e., such information shall be used and disclosed only as

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

CONTRACTOR

\_\_\_\_\_  
Name:  
Title: Chairman, \_\_\_\_\_ District

\_\_\_\_\_  
Name:  
Title:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly Arnold, County Clerk

\_\_\_\_\_  
Assistant County Counselor