



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
525 N. Main, Ste 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055

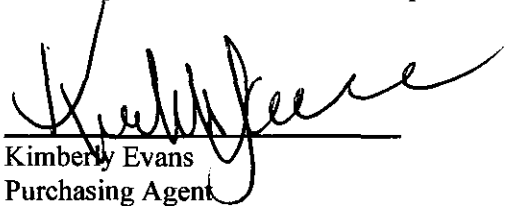
REQUEST FOR PROPOSAL
#13-0088
SHREDDING SERVICES

August 21, 2013

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to acquire a solution for bulk and container Shredding Services for various county departments. It is anticipated that an official contract will be issued for service(s) after the Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the service(s) or product(s) described herein.

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 (on CD or flash drive) of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CDT, Tuesday, September 10, 2013**. Envelopes/containers 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**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed base pricing 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. Because purchases of this nature require the expenditure of public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will **NOT** be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.



Kimberly Evans
Purchasing Agent

1. 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. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) 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. Those 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) or product(s) which best meets its required needs, quality levels and budget constraints.**

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is 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 1,009 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3000 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County DIO/IT-Records Management Services (DIO/IT-RMS) is responsible for processing large volume records destruction, consisting of dozens to many hundreds of file boxes containing paper records at one time. Each destruction case consists of one or more, years accumulation of eligible records, approved for destruction by the Board of County Commissioners. Sedgwick County Government normally prefers to destroy all records by shredding and recycling. Currently, for bulk destructions, DIO/IT-RMS palletizes records, utilizing letter/legal file boxes (or an equivalent volume of other box sizes) in varying quantities per pallet, and consigns to a vendor, who picks up several to many pallets at a time. Total volume picked up in one day has totaled as many as 19 pallets. Workspace is not available at the Main Courthouse for the vendor to shred on site, due to conflicts with other deliveries, parking restrictions, security requirements and traffic.

DIO/IT staff typically use a forklift to load pallets onto the vendor's truck. The vendor hauls to its facility, stores securely until shredding, shreds and provides a certificate of destruction. If requested by either DIO/IT-RMS or the customer County department, the vendor will arrange to have County employees witness shredding or will videotape shredding.

There are some County facilities which can accommodate onsite shredding and vendor must be able to provide these services.

Finally, there is also a need for shredding smaller jobs. Some of these jobs are on a regularly occurring basis and other jobs are on an "as needed" or "on demand" basis. These jobs are normally located at the client location and may or may not require witnessing or videotaping of the destruction.

Estimated total volumes consigned to the existing shredding vendor for shredding on their site over the past several years are shown below. Based on previous destruction cases, each letter/legal file box weighs about 28 lbs.

Year	Estimated box count
2008	1645
2009	847
2010	1774
2011	1627
2012	1882
2013 (Jan-July)	1371

3. OBJECTIVES

The County has identified the following objectives for securing Shredding Services described herein:

- Provide shredding services to locations throughout Sedgwick County.
- Maintain security measures by shredding sensitive documents.
- Obtain shredding services meeting the parameters, conditions and mandatory requirements presented in this document.
- Obtain a range of shredding services to process large volume pickups and also have the ability to process small jobs that may occur regularly or on an 'as needed' basis.
- Obtain shredding services with the most advantageous overall cost to the County.

4. 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 information in response to this document. A committee will judge each firm's response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Proven ability to provide superior service within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents. Such ability will be determined by:
 - a. Providing three (3) references verifying exemplary service. These references MUST have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number/e-mail address, length of service contract for each site, and a brief description of services provided.
 - b. Meeting or exceeding all vendor qualification requirements, minimum requirements, and mandatory requirements.
 - c. Provide a sample of product shredded using equipment at the facility.
 - d. Providing the County with the most advantageous proposal.

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 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.

5. INSURANCE REQUIREMENTS

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the proposer to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or insured. The following minimum coverage is generally required of vendors providing services:

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

6. 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.

7. 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.

8. CONTRACT PERIOD AND PAYMENT TERMS

The contract period with the successful firm will be five (5) years, to begin following Board of County Commission approval of the recommended proposal, as finalized, and receipt by the County of any and all required paperwork. The County will have an option to renew the contract for five (5) additional one (1) year terms, if agreeable between all parties.

Payments for all specified services or product to the successful proposer can be made with the following criteria taken into consideration:

- Delivery of the proposed service(s) or product(s);
- Successful set-up, implementation and/or completion of the service(s) or product(s) delivered;
- Completion of any necessary training to ensure that the personnel will be able to successfully make use of the services or products;
- Receipt of a detailed invoice;
- Final payment won't be made until above conditions are met.

All invoices should be sent electronically to AP_Invoices@sedgwick.gov unless otherwise specified.

9. 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 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	August 21, 2013
Clarification, Information and Questions submitted in writing	August 26, 2013
Addendum Issued	August 29, 2013
Sealed proposals due before 1:45 p.m. CDT	September 10, 2013
Evaluation Period	September 11-25, 2013
Board of Bids and Contracts Recommendation	September 26, 2013
Board of County Commission Award	October 2, 2013

10. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process should be directed to Kimberly Evans at kjevans@sedgwick.gov and Karen Leslie kleslie@sedgwick.gov . All questions must be submitted in writing by 5:00 p.m. CDT, August 26th. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by 5pm August 29th. **Vendors are responsible for checking the web site and acknowledging any addendums on the proposal response form.**

11. MANDATORY 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 RFP. Firms must meet or exceed these qualifications to be considered for award. Specific responses to each must be provided in the accompanying Response Form. Firms must:

1. Have proper certification(s) license(s) and bonding to execute proposed services at the time of proposal closing.
2. Have the capacity to acquire all required insurances.
3. Have provided services similar to those specified in this RFP.
4. Wear company uniform or ID badge for identification purposes while on County property.

12. MANDATORY REQUIREMENTS AND SPECIFICATIONS

The following requirements are provided to assist proposers in understanding the objective 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/services complies or does not comply with that requirement.** *All requirements are minimum unless otherwise noted.* The successful proposer will provide a service that meets or exceeds the following requirements:

1. Provide labor, materials, containers, equipment and supervision necessary to collect and shred materials from the designated potential locations listed in Attachment A. This is not all inclusive but does cover the majority of service locations.
2. Large volume pickups (no less than 15 letter/legal file boxes) will be picked up at the County Courthouse or other locations as specified by DIO/IT-RMS. Pickups at Main Courthouse will normally be palletized and secured with stretch wrap, pickups at other locations may not be palletized.
3. There are several County facilities who can accommodate onsite shredding such as COMCARE sites. The vendor must shred contents of boxes and return empty boxes back to the County department.
4. Vendor will supply locked containers of various sizes at the request of departments and pick these containers up for processing at regularly scheduled intervals or on an as needed basis/on demand.
5. On demand pickups should occur within 24 work day hours of notification from the County department and an empty container will be left in place of the one picked up.
6. Large volume pickups should be scheduled no later than 2 weeks after request by DIO/IT-RMS. Only DIO/IT-RMS will authorize large volume pickups.
7. Vendor must shred all paper materials provided for shredding by DIO/IT-RMS. No paper materials, whole or incompletely shredded shall be diverted into other waste paper streams.
8. Shredding must be accomplished within one week of pickup, shredded material will be baled immediately prior to shredding.
9. In the case that the vendor's security was to be compromised while County records were present, the vendor must report each incident immediately to DIO/IT-RMS.
10. DIO/IT-RMS and/or other County employees it designates will have the option of witnessing shredding, in person at vendor's site. Site must be within 1 hour drive time from the Courthouse. This process must be completed immediately after pickup from County complex or designated site.
11. Pallets provided to vendor with our shipments must be returned to the Courthouse within 2 weeks after shredding is complete.
12. Vendor must provide a written receipt at time of pickup and provide a "certificate of destruction" within one week of shredding materials. Certificate shall include the following:
 - Date of pickup
 - Volume picked up
 - Net weight of paper materials shredded

- Date shredding began
 - Date shredding was completed
 - Must be signed by responsible manager certifying all contractual requirements were complied with.
13. For large volume pickups, vendor shall price services on a per pound basis. Vendor will weigh records picked up, and report both gross weight of palletized records and net weight of records shredded. Vendor will use either its scales or public scales, which must meet current state inspection standards.
14. Materials to be collected from County and various sites are as follows:
- White and colored office paper
 - Coated and uncoated office paper
 - Manila and colored file folders
 - Computer paper
 - Post-it Notes
 - Envelopes
 - Media including: Diskettes, CD's, DVD's, Microfilm, Microfiche, video and audio tapes
- Although the largest volumes of materials to be destroyed by shredding would be paper, DIO/IT-RMS sometimes has smaller volumes of other record materials that must be destroyed. Vendor should describe its ability to destroy CD's, DVD's, magnetic tape (various formats), bound volumes, microfilm and other media. While the county does screen materials to be shredded, it cannot be guaranteed that materials such as binders, hanging file folders, binder clips etc. will be completely removed.
15. Vendor's shredding equipment should generate a shred size of approximately .375 in x 1.00 in or smaller.
16. Sedgwick County supports recycling of paper and all other materials that may be economically recycled. Vendor must describe how and to what extent paper and other materials would be recycled. For materials that cannot be recycled economically, describe how materials would be disposed consistent with laws and sound environmental practice.
17. Vendor must describe in detail its' process to handle sensitive documents such as criminal records and documents falling under HIPAA guidelines. Employees who come in contact with County materials must be fully bonded.
18. The vendor must provide one invoice for each County department utilizing small shredding storage containers. On bulk shredding, invoice must be submitted to Records Management staff for review for accuracy prior to payment.

13. 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, 8th 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 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.

14. 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)

15. 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 12, pages 6-7.
- 4. Completed pricing table in Section 16 page 11.
- 5. Copy of sample contract language
- 6. Provide sample of shred size produced by your equipment.

16. PRICING

Offsite Container service (small)	
Offsite Container service (large)	
Offsite Bulk Service (per lb)	
Onsite Container service (small)	
Onsite Container service (large)	
Onsite Bulk Service (per lb)	

**PROPOSAL RESPONSE FORM
13-0088
SHREDDING SERVICES**

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

COUNTY BUILDINGS

<u>Description</u>	<u>Location</u>
Comcare Admin Office	635 N Main
Forensic Science Center	1109 N Minneapolis
Dept. of Corrections - Admin.	905 N Main
Adult Residential	623 E Elm/622 E. Central
Emergency Management	401 S Tyler
EMS Administration	1015 Stillwell
EMS Post #5	698 N Caddy Lane
EMS Post #9	700 N Webb Rd
EMS Post #2	Pawnee & Glenn St
EMS Post #6	6401 S Mabel Haysville
EMS Post #12	3320 N Hillside
Main County Courthouse	525 N Main
Historic County Courthouse	510 N. Main
Munger Building	538 N. Main
African American Museum	601 N Water
Ark Valley Lodge	615 N Main
Juvenile Court Building	1015 S Minnesota
Gables Building	1001 S Minnesota
Extension/4H Building	7001 W 21st St N
Fire Station #31	5848 N 247th St W Andale
Fire Station#32/EMS Post #8	501 E 53rd St N
Fire Station #33	5728 N 151st St W
Fire Station #34	3914 W 71st St S
Fire Station #35/EMS Post #7	651 S 247th St W
Fire Station #36	6400 S Rock Road
Fire Station #37	4343 N Woodlawn
Fire Station #38	1010 N 143rd St E
Fire Maintenance Building	3914 W 71st St S
Fleet Management	1021 Stillwell
Sheriff Impounded Car Storage Building	1015 Stillwell
Juvenile Detention Facility	1900 E Morris
Juvenile Resident Shelter	881 S Minnesota
JRBR Main Building	25331 W 39th St S Goddard
Ks Coliseum/Britt Brown Arena	1229 E 85th St N
Office Building/Baitshop	25513 W 39th St S Goddard
Public Works Administration	1144 S Seneca
Noxious Weed Office	901 Stillwell
Maintenance Support Bldg #16	1250 S Seneca
Andale Office	5858 N 247th St W Andale
Clonmel Yard Office	1700 W 71st St S Clonmel
East Yard Office	2200 S Webb Road
North Yard Shop	10530 E 37th St S

West Yard Office	4701 S West ST
Sedgwick County Park Concession/Office	6501 W 21st St N
Adult Detention Facility	141 W Elm
Squad Room	815 Stillwell
Treasurer's Tag Office	200 W Murdock
Voting Machine/Sheriff's Evidence	815 Stillwell
Zoo Administrative Office	5555 Zoo Blvd
Aging - Butler County (Leased)	102 E 6th St Augusta
Aging - Harvey County (Leased)	500 Main Place Newton
Aging - NE Senior Center (Leased)	2121 E 21 Street
Aging - RSVP (Leased)	525 N Broadway
Aging - Via Christi Sr. Center (Leased)	2622 W Central
Appraiser (Leased)	434 N Market
Appraiser (Leased)	940 N Tyler #101
COMCARE-ATS (Leased)	940 N Waco
COMCARE-Adult Services (Leased)	1929 W 21st Street
COMCARE-Outpatient (Leased)	1919 N Amidon #1
COMCARE-FCCS (Leased)	7701 E Kellogg, Ste. 300
COMCARE-Intervention (Leased)	934 N Water
COMCARE-Center City (Leased)	154 N Topeka
COMCARE-SCOAP (Leased)	1720 E Morris
EMS Post #1 (Leased)	2622 W Central
EMS Post #2 (Leased)	1903 W Pawnee
EMS Post #4 (Leased)	3600 E Harry
EMS Post #8 (Leased)	929 N St. Francis
EMS Post #11 (Leased)	1401 N Rock Road Derby
EMS Post (Leased)	47th & Maize
Environmental Resources (Leased)	2625 S Tyler Road
Health Main Office (Leased)	1900 E 9th
Health Colvin Elementary (Leased)	2820 S Roosevelt
Health Stanley Elementary (Leased)	1749 S Martinson
Health Southeast Center (Leased)	1530 S Oliver, Ste. 270
Health Integrated Services (Leased)	434 N Oliver, Ste. 100 & 110
Health Clinic Services (Leased)	2716 W Central
Housing (Leased)	604 N Main
Purchasing (Leased)	604 N Main
Sheriff Derby USD (Leased)	325 N Woodlawn Derby
Sheriff Training Academy (Leased)	3325 W 37th North
Treasurer's Chadsworth (Leased)	2330 N Maize Rd #1100
Treasurer's Southeast (Leased)	206 Greenway Blvd #14 Derby
Treasurer's Brittany (Leased)	2120 N Woodlawn #370
Workforce Alliance (Leased)	150 N Main
Youth Services-JFS (Leased)	961 & 963 S Glendale
Sheriff - Work Release (Leased)	701 W Harry