

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7258 Fax: 316 383-7055 http://sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR PROPOSAL RFP # 14-0097 TRASH COLLECTION SERVICES

October 21, 2014

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to acquire Trash Collection Services for various departments. It is anticipated that an official contract and/or purchase order will be issued after approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the service(s) and/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 three (3) copies of the entire document with any supplementary materials to:

Kristen McGovern Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, Kansas 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, Tuesday November 18, 2014**. Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time</u>. 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.

Proposal responses will be acknowledged and read into record at bid opening at 2:00 p.m. CDT on the due date. No information other than the respondents' names will be disclosed at bid opening. Any questions regarding this document must be submitted in writing to Kristen McGovern at <u>Kristen.McGovern@sedgwick.gov</u> by 5:00 p.m. November 6, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>www.sedgwickcounty.org/finance/purchasing.asp</u>, current RFPs/RFQs; under the RFP number by 5:00 p.m. CDT, November 14, 2014. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

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Kristen McGovern Senior 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) 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. 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. BACKGROUND INFORMATION

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.

3. GENERAL

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 503,000 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 2,800 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education. In accordance with the specifications outlined here, it is the intent to receive proposals for pricing to provide Trash Collection Services required by the County. Vendors will find attached a listing of sites with approximate receptacle sizes. This is only an estimate of usage and actual levels may vary. Material shall consist of, but not be limited to, waste common to the normal operation of a County site. Material shall exclude any radioactive, volatile, or highly flammable, explosive or toxic materials. It is essential that the grounds at County sites be maintained in a clean and safe manner. It is also expected that all contracted trash collection equipment will be operated and maintained in a safe and clean manner. The containers being used by the County at the present time range from small containers on wheels to dumpster type containers with top loading capabilities. The containers furnished by the vendor shall have the same capabilities.

4. OBJECTIVES

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

- Procure Trash Collection Services from a firm(s) meeting the parameters, conditions and mandatory requirements presented in this document.
- Select a reputable firm(s) to provide trash collection services for various County sites.
- Select a firm(s) to adhere to a pick- up schedule each week, to each site during the normal day to day operations, excluding holidays.
- Select a firm(s) that is responsive and promotes a safe and clean environment for County employees and the public in general.

- Select a firm(s) that will establish a pickup time schedule before implementation of the contract and will be responsible to adhere to this schedule as closely as possible during the contract year.
- Establish contract pricing with the firm(s) that has the best-proven "track record" in performance, service and customer satisfaction.
- Procure Trash Collection Services with the most advantageous overall cost to the County.

5.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. Vendors will not be compensated for their participation in this selection process. 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 high quality products with 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 four (4) references verifying exemplary service. These references MUST have received service(s) and/or product(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product(s) and/or service(s).
 - b. Meeting or exceeding all mandatory firm requirements.
 - c. Meeting or exceeding all minimum requirements.
 - d. Providing the County with the most advantageous proposal.

The review committee will select the proposals, which appear most beneficial. These proposers may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.

Vendors will NOT be compensated for any part of the proposal submittal process.

6. 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, 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.

Workers' Compensation: Applicable State Statutory Employer's Liability 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

7. 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.

8. CONTRACT PERIOD AND PAYMENT TERMS

The contract period with the successful firm will be two (2) 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 three (3) additional one (1) year terms, if agreeable between all parties.

The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or through other sources.

The provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County's workers' compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.

Payments for all specified service(s) and/or product(s) to the successful proposer can be made with the following criteria taken into consideration:

- Delivery of the proposed service(s) or product(s)
- Completion of the service(s) and/or product(s) delivered
- Receipt of a detailed invoice

9. TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact Kristen McGovern, Purchasing Department at (316) 660-7258 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	October 20, 2014
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	November 6, 2014
Addendum Issued	November 13, 2014
Sealed proposals due before 1:45p.m. CDT	November 18, 2014
Review proposals, conduct interviews	November 19-30, 2014
Board of Bids and Contracts Recommendation	December 4, 2014
Board of County Commission Award	December 10, 2014

10. 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) or license(s) to distribute, deal and/or provide service(s) at the time of proposal closing.
- 2. Have the capacity to acquire all required bonds or insurances.
- 3. Have provided services similar to those specified in this RFP.
- 4. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
- 5. Provide four (4) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
- 6. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
- 7. Wear company uniform or ID badge for identification purposes.

11. MINIMUM REQUIREMENTS AND SPECIFICATIONS

The County desires the most acceptable service(s) and product(s) available. The following specifications outline the minimum requirements for this RFP. Minimum requirement(s) are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must meet or exceed these requirements and specifications. **Any exceptions to the specifications should be clearly identified and detailed in proposer's response**. The successful proposer must:

- 1. Provide documented employment drug testing and criminal record checks (upon request).
- 2. Provide trucks used in conjunction with this contract that are equipped with working backup alarms.
- 3. Provide vehicles in good repair, clean, well- maintained and free of excessive noise, odor or emissions.
- 4. Provide policies on non-conforming waste products, i.e., any waste product in the dumpster not allowed in the waste handling facility, and how this waste would be handled.

- 5. Haul containers tied or enclosed so that leaking, spilling or blowing are prevented. <u>The successful</u> <u>vendor will be fully and solely responsible for any consequential cleanup.</u>
- 6. Provide regular service on a dependable basis regardless of weather, breakdowns, strike or other conditions.
- 7. Provide dumpsters and bi-weekly collection at Christmas tree recycling locations from mid December to late January. Exact dates will be determined each year and will vary slightly from year to year.
- 8. Provide additional pickup if needed.
- 9. Establish a pick-up time schedule before implementation of the contract and will be responsible to adhere to this schedule as closely as possible during the contract year.
- 10. Provide activity reports as requested.
- 11. Own and maintain all dumpsters and carts provided for this contract, and will be responsible for the appearance and all repairs of said equipment. The County reserves the right to request the replacement of any equipment deemed not to meet the County's standards within 24 hours of notice to the vendor for removal, at vendor's expense.
- 12. Provide clean, safe and thoroughly reconditioned dumpsters and carts.
- 13. Place dumpsters and carts in areas easily accessible for dumping of waste by site personnel.
- 14. Provide dumpsters and carts with lids, doors, hinges, or any other required part so the waste is secured from the elements and discourages unauthorized access.
- 15. Be responsible for the replacement and or reconditioning of any dumpster damaged within 24 hours of notification of damage.
- 16. Invoice each department once per month for the entire monthly usage. Invoices must be delivered to Accounts Payable, 525 N Main, Suite 823, Wichita, Kansas 67203 or emailed to ap invoices@sedgwick.gov.
- 17. Clearly print on invoices the following:
 - a. Department Name
 - b. Department Address
 - c. Purchase Order Number (if applicable)
 - d. Item description
 - e. Quantity
 - f. Monthly Price
 - g. Yearly Price
- 18. Provide sample invoice
- 19. Provide Accounting Department reports for the following:
 - a. Monthly Summary Report for Delinquent Invoices
 - b. Monthly Summary Report for Credits Issued

12. PROPOSAL CONTENT

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

- A. Organizations complete name and address.
- B. Provide a brief description of your firm to include but not limited to:
 - a. Qualifications
 - b. Experience
 - c. Depth of staff
 - d. Quality control
 - e. Demonstrate firms ability to provide the outlined service(s) and/or product(s).
- C. Acknowledge and address in sequential order each mandatory firm requirement listed in Section 10.
- D. Acknowledge and address in sequential order the minimum requirements and specifications listed in Section 11.
- E. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).

- F. Provide a completed Proposal Response Form.
- G. Provide detailed costs for service(s) and product(s) proposed to include but not limited to:
 - a. Monthly Price for Service
 - b. Yearly Price for Service
 - c. Price for each listed cart/dumpster

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.

PROPOSAL RESPONSE FORM RFP # 14-0097 Trash Collection Services

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation 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.

FIRM NAME		
CONTACT		
SIGNATURE	TITLE	
PRINT NAME		
ADDRESS	CITY/STATE	ZIP
PHONE	FAX	HOURS
TAX PAYER I.D. NUMBER		
COMPANY WEB SITE ADDRESS	E-MAI	L
NUMBER OF LOCATIONS	NUMBER OF PERSO	NS EMPLOYED
TYPE OF ORGANIZATION:		
Public Corporation Private Corpo	ration Sole Proprietorship]	Partnership Small Business
General Nature of Business		
Manufacturer Distributor	Retail Dealer	Service
Not a Minority Owned Business	_	
Minority Owned Business:		
African American, Asian, Hi	spanic, American Indian, O	Other, Woman-Owned Business
ACKNOWLEDGE RECEIPT OF A it is the vendor's responsibility to che www.sedgwickcounty.org/finance/put	ck and confirm all addendum(s) rel	
NO, DATED; N	IO, DATED;	NO, DATED
I/Weexceed all specifications, requirement	, in submitting this proposal, s, and conditions described in this c	
Signature	Title	
Date		

Address	City	gular Trash Zip Code	Qty	Size	Service Schedule
5858 N 247th St	Andale	67001-9694	1	3 yd	weekly
5858 N 247th St	Andale	67001-9694	1	90 gal	weekly
212 W Greenway St	Derby	67037-2641	2	52 gal	weekly
3610 S 263rd St W	Garden Plain	67050-9022	1	3 yd	weekly
25313 W 39th S	Goddard	67052	1	2 yd	weekly
24532 W 39th St S	Goddard	67052-8953	1	4 yd	weekly
1535 S 199th St W	Goddard	67052-9034	1	3 yd	weekly
6401 Mabel	Haysville	67060	2	90 gal	weekly
10625 53rd St N	Maize	67101	1	3 yd	weekly
4030 N Reed Ave	Maize	67101-3749	2	90 gal	weekly
17500 W 71st St S	Viola	67149-9530	1	2 yd	weekly
635 N Main St	Wichita	67203-3602	1	6 yd	weekly
714 N Main St	Wichita	67203-3603	1	8 yd	weekly
905 N Main St	Wichita	67203-3608	1	8 yd	weekly
200 W Murdock St	Wichita	67203-3830	1	8 yd	weekly
934 N Water St	Wichita	67203-3838	1	4 yd	weekly
940 N Waco Ave	Wichita	67203-3947	1	6 yd w/bar lock	weekly
2716 W Central Ave	Wichita	67203-4904	1	6 yd w/bar lock	weekly
6501 W 21st N	Wichita	67205-1724	6	2 yd	weekly
6501 W 21st N	Wichita	67205-1724	1	3 yd	weekly
6501 W 21st N	Wichita	67205-1724	5	4 yd	weekly
434 N Oliver Ave	Wichita	67208-4000	1	2 yd w/bar lock	weekly
1720 E Morris St #104	Wichita	67211-2754	1	2 yd	weekly
698 N Caddy Ln	Wichita	67212-4610	3	90 gal	weekly
1250 S Seneca	Wichita	67213	3	2 yd	weekly
1250 S Seneca	Wichita	67213	1	1 yd	weekly
814 W Stillwell St	Wichita	67213	1	90 gal	weekly
1903 W Pawnee St	Wichita	67213-3153	2	90 gal	weekly
701 W Harry St	Wichita	67213-4101	1	10 yd	weekly
1144 S Seneca St	Wichita	67213-4443	1	4 yd	weekly
815 W Stillwell St	Wichita	67213-4446	1	2 yd	weekly
Bldg 16, behind 901 W Stillwell St	Wichita	67213-4448	1	2 yd	weekly
901 W Stillwell St	Wichita	67213-4448	1	4 yd	weekly
1015 W Stillwell St	Wichita	67213-4450	1	4 yd	weekly
1021 W Stillwell St	Wichita	67213-4450	1	2 yd	weekly
1021 W Stillwell St	Wichita	67213-4450	1	4 yd	weekly
1021 W Stillwell St	Wichita	67213-4450	1	3 yd	weekly
1109 N Minneapolis St	Wichita	67214-3129	1	4 yd	weekly
636 N St Francis St	Wichita	67214-3810	2	90 gal	weekly
3002 E Central Ave	Wichita	67214-4815	2	90 gal	weekly
4701 S West St	Wichita	67217-3823	1	8 yd	weekly
1100 S Clifton Ave	Wichita	67218-2948	2	90 gal	weekly
7750 Wildwest Dr	Park City	67219	1	3 yd	weekly

Regular Trash Service

Address	City	Zip Code	Qty	Size	Service Schedule
501 E 53rd St N	Park City	67219-2600	2	90 gal	weekly
3320 N Hillside St	Wichita	67219-3908	1	90 gal	weekly
7001 W 21st St N	Wichita	67205-1759	1	8 yd	2x week
622 E Central Ave	Wichita	67202-1062	1	8 yd	3x week
141 W Elm St	Wichita	67203-3848	1	8 yd	3x week
525 N Main	Wichita	67203-3703	1	10 yd	6x week
510 N Main St	Wichita	67203-3704	1	8 yd	6x week
700 S Hydraulic St	Wichita	67211-2704	1	8 yd	6x week
1900 E Morris St	Wichita	67211-2735	1	8 yd	6x week
141 W Elm St	Wichita	67203-3848	2	10 yd	7x week

Regular Trash Service (cont.)

Seasonal Trash Service (May 1st-September 30th)

Address	City	Zip Code	Qty	Size	Service Schedule
25313 W 39th S	Goddard	67052	22	2 yd	weekly
25313 W 39th S	Goddard	67052	1	3 yd	weekly
25313 W 39th S	Goddard	67052	1	4 yd	weekly

Christmas Treecycling (mid December-late January)

Address	City	Zip Code	Qty	Size	Service Schedule
1865 W Museum Blvd	Wichita	67203-3600		4 yd	bi-weekly
4401 N Arkansas Ave	Wichita	67204-3307	1	4 yd	bi-weekly
7001 W 21st St N	Wichita	67205-1759	1	4 yd	bi-weekly
6655 E Zimmerly St	Wichita	67207-2850	1	4 yd	bi-weekly
5815 E 9th St N	Wichita	67208-3651	1	4 yd	bi-weekly
1901 S Kansas St	Wichita	67211-4650	1	4 yd	bi-weekly
10209 Hardtner	Wichita	67212	1	4 yd	bi-weekly
2930 E 1st St N	Wichita	67214-4711	1	4 yd	bi-weekly
2121 W 31st St S	Wichita	67217	1	4 yd	bi-weekly
6232 E 29th St N	Wichita	67220-2200	1	4 yd	bi-weekly

On-Call Trash Service

Address	City	Zip Code	Qty	Size	Service Schedule
525 N Main	Wichita	67203-3703	1	roll off dumpster	as needed
801 W Stillwell St	Wichita	67213-4446	2	30 yd	as needed
4701 S West St	Wichita	67217-3823	1	40 yd	as needed (est. 4x year)