



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

REQUEST FOR BID
#16-0091
ON-CALL DEBRIS REMOVAL

October 31, 2016

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking bids for On-Call Debris Removal services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid.

Sincerely,

A handwritten signature in cursive script that reads "Joseph E. Thomas".

Joseph E. Thomas, CPSM, C.P.M.
Purchasing Director

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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 safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County can have storm debris generated by high winds, ice storms, tornadoes, and flooding events. Depending on the severity of the storm, the County may sponsor dumpsters for onsite disposal, arrange for packer truck collection in certain neighborhoods, or offer sites for residents to bring their tree waste to for free disposal. In order to best service the community after a storm event, the County wants to have pre-event unit price contracts in hand to help expedite an immediate response.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original, two (2) copies and one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joe Thomas
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, Tuesday, November 22, 2016. Responses must be **sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date.** Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date.

III. Scope of Work

The companies providing a response should bid on the following items/services:

- Charge for delivering each dumpster (Note if mileage variations will occur and what they are).
- If applicable: Charge per size of dumpster: 30 cubic yard and 40 cubic yard.
- Charge for collecting dumpster.
- Tonnage fee.
- Response time (Please note maximum response time for delivering dumpsters and availability for packer truck collection).
- Any overtime charges (include Saturday and Sunday).
- Costs associated with packer trucks:
 - Hourly costs per driver
 - Overtime costs
 - Mileage
 - Tonnage fee
- Any other ancillary costs.

IV. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

V. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Joe Thomas at Joseph.Thomas@sedgwick.gov by 5:00 p.m. CST, Monday, November 7, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under “view current RFQs and RFPs”; to the right of the RFB number by 5:00 p.m. CST, Wednesday, November 9, 2016. Firms are responsible for checking the website and acknowledging any addendums on their bid response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Bidders shall:

1. Have proper certification(s) or license(s) for the services specified in this document.
2. Ensure that work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Provide appropriate supervision and quality control procedures.
5. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting these requirements will be the sole responsibility of the vendor.*

C. Selection Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

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

Distribution of Request for Bid to interested parties	October 31, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	November 7, 2016
Addendum Issued	November 9, 2016
Sealed Bid due before 1:45pm CST	November 22, 2016
Evaluation Period	November 23-30, 2016
Board of Bids and Contracts Recommendation	December 1, 2016
Board of County Commission Award	December 7, 2016

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) for one (1) year with the potential for two (2) additional one (1) year options to renew. It is anticipated that an official contract and/or purchase order will be issued after Board of County approval. It should be noted, however, that the County cannot guarantee the purchase of the products/services described herein.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

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

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. Certificate shall be provided 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 **(must be acknowledged on the bid/proposal response form)**.

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers’ Compensation:	
Applicable coverage per State Statutes	
Employer’s Liability Insurance:	\$100,000.00
Commercial General Liability Insurance:	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Workers’ Compensation:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability	
If required	

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. [Indemnification](#)

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

H. [Confidential Matters and Data Ownership](#)

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. [Bid Conditions](#)

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

General Contract Provisions

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

Mandatory Contract Provisions

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

Sample Contract

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

VI. Required Response Content

The bid response must include the following:

1. Detailed pricing and service descriptions for items requested in the **Scope of Work** as listed in **Section III**.
2. Firms are required to meet or exceed the **Minimum Qualifications** as listed in **Section V (B)**.
3. Submit **one (1) complete original, two (2) complete copies and one (1) electronic (PDF/Word supplied on a flash drive)** as stated on page 3.
4. Complete the **Bid Response Form** that is provided on page 8.
5. Prior to a vendor being 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 authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

VII. Response Form (1 of 2)

**REQUEST FOR BID
16-0091
ON CALL DEBRIS REMOVAL**

The undersigned, on behalf of the Bidder, 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 bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

___ African American (05) ___ Asian Pacific (10) ___ Subcontinent Asian (15) ___ Hispanic (20)

___ Native American (25) ___ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

___ Not Minority -Woman Owned (50) ___ African American-Woman Owned (55)

___ Asian Pacific-Woman Owned (60) ___ Subcontinent Asian-Woman Owned (65) ___ Hispanic Woman Owned (70)

___ Native American-Woman Owned (75) ___ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

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 _____