



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

REQUEST FOR BID
#16-0080
CREMATION SERVICES

November 7, 2016

PURPOSE

Sedgwick County, Kansas, will be accepting bids for Cremation Services. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

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) complete original and one (1) electronic copy (CD or USB) of the Bid Response Form with any supplementary materials to:

ATTN: Kara Kingsley
Sedgwick County Purchasing Department
525 N. Main St., 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 2:00p.m., on the due date.

QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFB process and document content should be directed to Kara Kingsley by email at kara.kingsley@sedgwick.gov. Questions are due **in writing** no later than 5p.m., CST, Monday, November 14, 2016. Any questions of a substantive nature will be responded to in addendum form to be sent to all vendors no later than 5p.m. CST, Wednesday, November 16, 2016.

Kara Kingsley
Purchasing Agent

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Bid Response Form

1. Background

Sedgwick County, located in south-central Kansas, is the most populous of Kansas’ 105 counties with a population estimated at more than 504,000 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 provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Cremation services will be provided for unclaimed bodies of persons who die in Sedgwick County. A body shall be considered unclaimed if no family, next of kin or responsible party can be identified or located following a diligent search, or if no directions for disposition of body are made by any family, next of kin or responsible party within a timeframe deemed reasonable by the District Coroner. In 2015, Sedgwick County had 19 unclaimed persons.

2. Scope of Service and Requirements

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service specified below, to be considered for award. Specific responses to each must be provided in the response. It is expected that the successful vendor will meet and/or exceed these qualifications.

Vendor shall:

	Yes	No	Comments
Have the capability to provide complete and proper cremation services.			
Assume responsibility and provide transportation for deceased unclaimed persons within 48 hours after being notified by the Sedgwick County Regional Forensic Science Center of availability.			
Provide complete cremation services within 72 hours after receipt of deceased unclaimed persons.			
Provide services for all deceased unclaimed persons designated by the County without regard to: race, color, creed, sex, previous medical condition, religion, age or any other designation which may constitute discrimination on the part of the successful firm.			
Provide appropriate storage container for the cremains of the individual; maintaining the cremations in a proper and respectful manner.			
Provide assurances of no co-mingled cremains.			
Provide an annual inventory of all cremains being stored; included, but not limited to, deceased name, age, Sedgwick County case number and date of cremation.			
Deliver all cremains upon termination or fulfillment of the contract to the Regional Forensic Science Center. An agreed upon date and time will be mutually decided when the contract is fulfilled or terminated.			
Be a licensed funeral home and provide a copy of valid license with the response to this Request for Bid.			

3. Selection Criteria

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

- A. Demonstrate clearly and completely the organization’s ability and capacity to meet all Request for Bid conditions.
- B. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.
- C. Overall quality of the respondent’s bid.

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

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

4. Contract Period and Termination Terms

A three (3) year contractual period will begin after Board of County Commission approval of the recommended vendor, with options to renew for two (2) additional one (1) year terms. A written contract will be completed referencing this document, the successful vendor’s response, and any applicable terms, conditions and instructions.

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

5. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact Kara Kingsley, kara.kingsley@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Bid to interested parties	November 7, 2016
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	November 14, 2016
Addendum Issued	November 16, 2016
Sealed Bid due before 1:45pm CDT	November 22, 2016
Evaluation Period	November 22, 2016 - December 1, 2016
Board of Bids and Contracts Recommendation	December 1, 2016
Board of County Commission Award	December 7, 2016

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, 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 bid 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	

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 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.

8. **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.

9. **Bid Conditions**

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

10. **General Contract Provisions**

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

11. **Mandatory Contract Provisions**

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

12. **Sample Contract**

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

BID RESPONSE FORM
#16-0080
CREMATION 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 proposer 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 _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

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

Partnership _____ Other (Describe): _____

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

Dealer _____ Other (Describe): _____

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

__African American (05) __Asian Pacific (10) __Subcontinent Asian (15) __Hispanic (20)

__Native American (25) __Other (30) - Please specify _____

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

__Not Minority -Woman Owned (50) __African American-Woman Owned (55)

__Asian Pacific-Woman Owned (60) __Subcontinent Asian-Woman Owned (65) __Hispanic Woman Owned (70)

__Native American-Woman Owned (75) __Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____Yes _____No

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 _____

Pricing Information

Cremation and storage for unclaimed person \$ _____ EA

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 _____