



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

#17-0067

DEAD DEER COLLECTION FOR ANIMAL CONTROL

May 17, 2017

Sedgwick County, Kansas (hereinafter referred to as the "County") is seeking bids from qualified firms to provide Dead Deer Collection for Animal Control. It is anticipated that an official contract will be issued after Board of County Commissioners approval. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Carefully review this Request for Bid; it provides specific information necessary to aid participating firms in formulating a thorough response.

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, Tuesday, June 6th**. Responses must be sealed and marked on the lower left-hand corner with the firm name, address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt. Should you elect to participate you must **submit one (1) original and two (2) copies of the entire document**, along with any additional information requested in a sealed container/envelope to:

Britt Rosencutter
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

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

Britt Rosencutter
Purchasing Agent

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I. About this Document

The nature of this request is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful bidder will understand that portions (potentially all) of their bid may become public record at any time after receipt of bids. Bid responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in bid 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.

II. Background

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.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide Dead Deer Collection. The following objectives have been identified for this contract:

1. Acquire Dead Deer Collection Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire Dead Deer Collection Services with the most advantageous overall cost to the County.

IV. 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 **AND** two (2) copies of the entire document with any supplementary materials to:

Britt Rosencutter
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, June 6th**. 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. CDT, on the due date.

V. Scope of Work

The Animal Control Department enforces Sedgwick County codes on the housing and care of animals, and ensures that animals and their remains do not pose a health or safety hazard to County residents. The enforcement activities include returning stray dogs to their owners, returning loose cattle to fenced pastures, investigating animal cruelty or violations of dangerous animal laws, and removing deer carcasses from County rights-of-way.

The objective of this contract is to provide dead deer collection services on an as needed basis at the direction of the Director of Animal Control. To provide services and ensure the disposition of carcasses, and any bio hazardous materials in a manner that is professional and consistent with all applicable codes, laws, statutes, policies, and ordinances of the State of Kansas, Sedgwick County, and the City of Wichita.

1. Remove the carcasses of deer which are reported to be within the limits of Sedgwick County and transport per the instructions of the Animal Control Director.
2. Dispose of all material collected in accordance with the standards set by and in a manner approved by the Sedgwick County Animal Control.
3. Remove all carcasses within three (3) hours maximum of initial verbal notification by Sedgwick County Animal Control.
4. Provide a telephone number which will be answered 24 hours a day, seven days a week, to receive notification of collection to be made from designated area.
5. Remove tags from carcasses before disposing of remains. The tags removed from the remains shall be retained for 60 days and reported to Kansas Wildlife and Parks.
6. Record all identifying information inscribed on the tags, noting the location and date of pickup and supply information to Sedgwick County Animal Control.
7. Respond to direct inquiries from Animal Control staff or the public concerning tags collected. The return of tags shall be at the request and expense of the register.
8. Contractor must take all necessary precautions when handling carcasses, including but not limited to use of latex gloves and any protective clothing.
9. Must have current vehicle insurance and vehicle registration and maintain throughout the contract period.

VI. 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.
- Conduct final inspection and approve payment.

VII. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 p.m. CDT Wednesday, May 24th. 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. CDT Wednesday, May 31th. 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. Any exceptions to the requirements listed should be clearly detailed in bid's response. Bidders shall:

1. Have and maintain proper certification(s) and license(s) for the services specified in this RFB.
2. Have and maintain the capacity to acquire all required bonds, escrows or insurances required for carrying out the work to be performed under this contract.
3. Domestic (Kansas) corporations shall (a) 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 (b) copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

4. Provide three (3) references verifying exemplary service. These references **MUST** have received service(s) similar to those proposed under this RFB. Provide the business name, address, contact name, phone number, e-mail address, length of service contract.
5. If applicable, discuss any current, ongoing litigation, either federal or state, which may cause conflicts or affect the ability of the proposer to provide services.

C. [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	Wednesday, May 17, 2017
Questions and clarifications submitted in writing by 5:00 p.m. CDT	Wednesday, May 24, 2017
Addendum Issued	Wednesday, May 31, 2017
Sealed Bid due before 1:45pm CDT	Tuesday, June 6, 2017
Evaluation Period	6-6 thru 6-9
Board of Bids and Contracts Recommendation	Thursday, June 15, 2017
Board of County Commission Award	Wednesday, June 21, 2017

D. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with three (3) one (1) year options to renew.

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

E. [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:

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.

F. 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.

G. 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 proposal, 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 Proposal is the property of Sedgwick County.

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

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) references with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
6. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
7. Proof of insurance meeting minimum insurance requirements as designated herein.

IX. Response Form

**REQUEST FOR BID
#17-0067
DEAD DEER COLLECTION FOR ANIMAL CONTROL**

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 proposal 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 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 _____

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

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ 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 _____

In submitting a bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. Bid submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in bidder's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____

DEAD DEER COLLECTION (EXCLUDING DISPOSAL FEES)

		COST
1.	Per Each Collection - Flat Fee	