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://www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR PROPOSAL
RFP# 18-0077
STORM DEBRIS REMOVAL, TREE REMOVAL AND TREE TRIMMING SERVICES IN RESERVE A, DEER LAKES ESTATES ADDITION IN SEDGWICK COUNTY

October 31, 2018

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide Storm Debris Removal, Tree Removal and Tree Trimming Services in Reserve A, Deer Lakes Estates Addition in Sedgwick County. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Kristen McGovern
Senior Buyer

KM/ch

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I. 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. 68, 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. 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) and/or product(s) which best meets its required needs, quality levels and budget constraints**.

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.

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 514,000 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 2,500 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.

In 2012, the Oaklawn Tornado tore a path through the Oaklawn and Deer Lakes Estates neighborhoods, which are located southeast of Wichita near 47th St. South and Highway K-15. In the aftermath of the tornado, storm debris was cleared in all areas except the natural creek channel that runs through Deer Lakes Estates. The channel is deep with steep sides and is covered with a thick timber stand. Access to the channel with conventional equipment is difficult.

Dead, fallen and damaged trees diminish the flow capacity of the creek and log jams are causing erosion of the generally stable banks. Both sides of the creek are developed with residential housing and erosion of the banks threatens the homes. Attachment A depicts the boundary of the project area and the general location.

Storm contingency funding is available to clean up storm debris. Sedgwick County seeks a solution that will clear up storm debris in the channel.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide storm debris removal, timber removal and tree trimming services. The following objectives have been identified for this contract:

1. Acquire timber debris removal, timber removal and tree trimming services meeting the parameters, conditions and mandatory requirements presented in this document.
2. Establish contract pricing with the vendor that has the best proven "track record" in performance, service and customer satisfaction.
3. Acquire debris removal, timber removal and tree trimming services with the most advantageous overall cost to the county.

IV. Submittals

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

Kristen McGovern
Senior Buyer
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, November 27, 2018**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

The project budget may not be sufficient to complete the work for the entire project area. A work area shall be considered complete when the following performance criteria are met:

1. All dead and or fallen trees are removed.
2. All trees that are 6 inches or less in caliper are removed flush with the ground.
3. All trees that are more than 6 inches in caliper and that are on the verge of falling into the creek are removed flush with the ground.
4. All remaining trees are to be side trimmed to the trunk up to a point 16 feet above the ground line.
5. All live stumps are chemically treated to prevent regrowth.
6. All miscellaneous solid waste is removed from the channel.
7. All debris (including sticks, limbs, brush and other solid waste) is removed from the site and disposed of at a properly licensed disposal facility.
8. Areas on the ground that are disturbed by the work are be restored and reseeded upon completion of the work.

The successful vendor is also expected to:

1. Protect adjacent property, property owners and the public from the work areas during operations and after hours.
2. Comply with any and all environmental or other permits required for the project.
3. Comply with all state and local solid waste hauling requirements.
4. Comply with all laws concerning the transportation of materials and equipment on public streets and roads.
5. Identify an onsite superintendent who is available at all times when work is underway and available by phone after hours in case of an emergency.

Openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VI. Sedgwick County's Responsibilities

- Provide easements or other agreements as required to provide access to the project area.
- 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.
- Designate a person to provide ongoing project inspection and coordinate with the contractor's superintendent on a daily basis.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. CST Friday, November 16, 2018. 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 RFP number by 5:00 p.m. CST Monday, November 19, 2018. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm 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 Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

1. Have a minimum of (5) five years of experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas,

whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.

5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.
11. Discuss any current legal violations and any ongoing litigation which may cause conflicts or affect the ability of the proposer to provide services.

C. Basis of Payments and Budgetary Constraints

Payments for work performed will be based on the following:

1. A lump sum cost for mobilization to the site, site restoration and demobilization.
2. A per ton cost for debris removed and properly disposed.

Payment for mobilization will be made when the contractor is on site and has begun timbering. Payments for debris will be based on actual weight tickets submitted. Due to budgetary constraints, the contract will be limited to an amount of less than $250,000.00 in a given fiscal year.

D. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.	20
References	10
Qualifications and Experience	20
Protection of adjacent property, the public and the environment	10
The most advantageous proposal determined by the county	20
Cost for debris disposal*	10
Cost for mobilization*	10
Total Points	100

*Scoring for cost will be calculated by using the cost per ton and cost for mobilization (two different scores). Assume the following cost proposals (examples only)

A. $50.00 per ton
B. $38.00 per ton
C. $49.00 per ton

Company B with a total price of $38.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A. $38.00 divided by $50.00 =.76 0.76 X 10 = 7.6 points
B. $38.00 divided by $38.00 =1.00 1.00 X 10 = 10 points
C. $38.00 divided by $49.00= .77 0.77 X 10 = 7.7 points

Any final negotiations for services, 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 proposal 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 proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. 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.

E. Request for Proposal 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 Proposal to interested parties	**October 31, 2018**
Questions and clarifications submitted in writing by 5:00 p.m. CST	**November 16, 2018**
Addendum Issued	**November 19, 2018**
Sealed Proposal due before 1:45pm CST	**November 27, 2018**
Evaluation Period	**November 28 – December 14, 2018**
Board of Bids and Contracts Recommendation	**December 20, 2018**
Board of County Commission Award	**December 26, 2018**

F. 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

G. 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 prior to award of contract.** 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:	
Each Occurrence	$500,000.00
Aggregate	$500,000.00
Personal Injury:	
Each Occurrence	$500,000.00
General Aggregate	$500,000.00
Automobile Liability:	
Combined single limit	$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.

H. 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.

I. 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.

J. Proposal Conditions

http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%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

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 and listing of work experience of the key staff members, including the project manager and on site superintendent, who will be available for work on the contract.
3. The firm's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, 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.
8. Those responses that do not include all required forms/items may be deemed non-responsive.
9. A detailed description of the means and methods that the proposer plans to use to accomplish the work. The description should cover types of equipment, proposed timbering methods, plans for protection of adjacent property, plans for safety of the public, plans for environmental protection and permit compliance and plans for final disposal of debris.
10. Please state and detail costs and fees for any additional services.
11. Please state the amount of time required to complete the proposed services and provide a time line.
12. Describe any characteristics or capabilities, which may make the Proposer uniquely qualified to provide the required services.
13. Any additional information necessary to assist the County in evaluating your proposal may be listed.

IX. Response Form

REQUEST FOR PROPOSAL
RFP#18-0077
STORM DEBRIS REMOVAL, TREE REMOVAL AND TREE TRIMMING SERVICES IN RESERVE A, DEER LAKES ESTATES ADDITION IN SEDGWICK COUNTY

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 _____

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_____

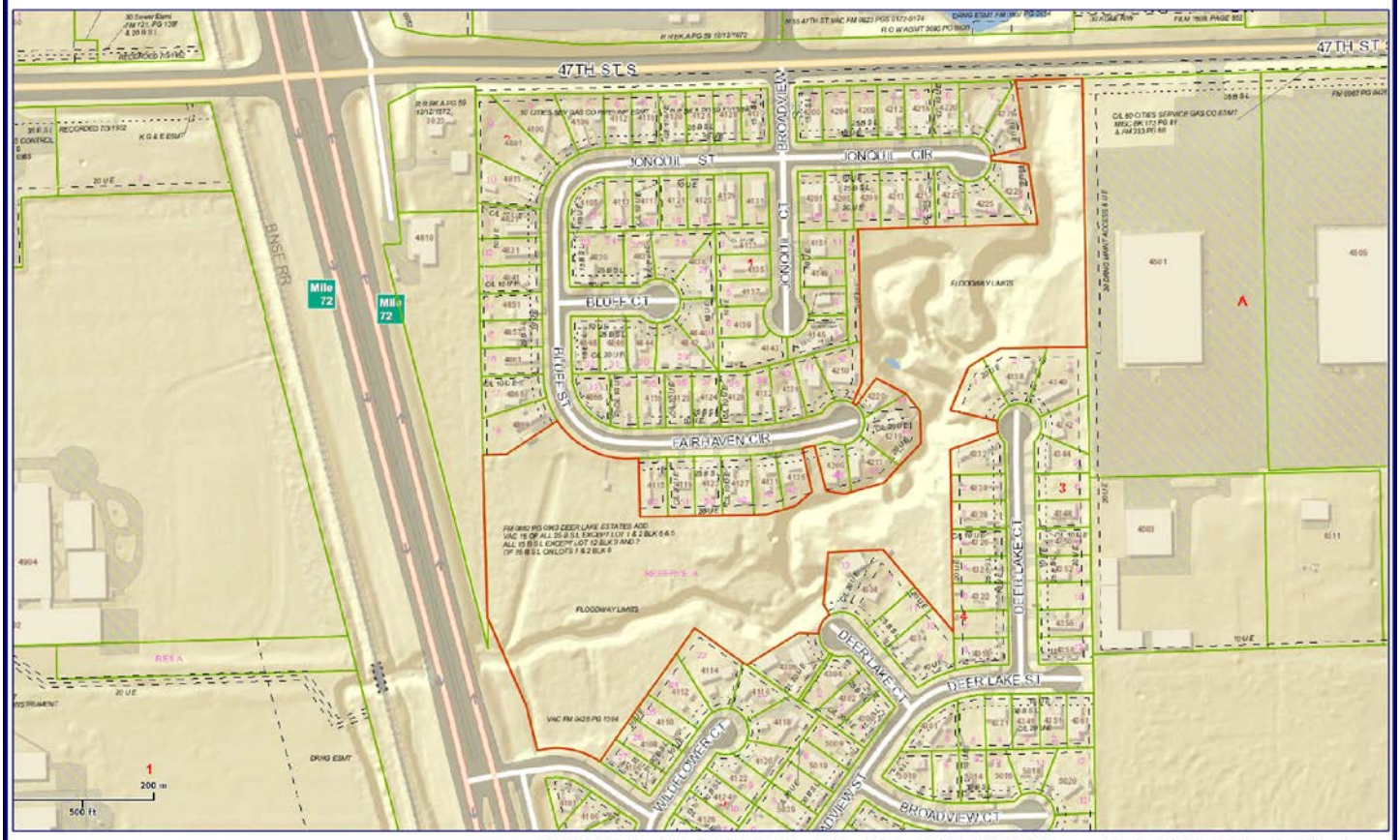
In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's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

Signature_____ Title_____

Print Name_____ Dated _____

Attachment A

Deer Lakes Estates - Reserve A



Geographic Information Services
Sedgwick County... working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agrees to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

Fri Oct 26 10:08:26 GMT-0500 2018