



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE DEPARTMENT**

Purchasing Department

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL
#20-0027
TRASH COLLECTION SERVICES**

February 28, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Trash Collection Services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, Tuesday, March 17, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

A handwritten signature in black ink, appearing to read "Britt Rosencutter", is written over a horizontal line.

Britt Rosencutter
Purchasing Agent

BR/ch

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Proposal Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Firm Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Proposal Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Proposal Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

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.

III. Project Objectives

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

1. Acquire Trash 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 Trash Collection 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:

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

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, MARCH 17, 2020**. 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 pm CDT, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

1. Provide vehicles used in conjunction with this contract that are equipped with working backup alarms, in good repair, clean, and free of excessive noise, odor or emissions.
2. 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.
3. Haul containers tied or enclosed so that leaking, spilling or blowing are prevented. The successful vendor will be fully and solely responsible for any consequential cleanup.
4. Provide regular service on a dependable basis regardless of weather, breakdowns, strike or other conditions.
5. 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.
6. Provide dumpsters upon request at various location in Sedgwick County.
7. Provide additional pickup if needed, this could include additional service location(s), or expanded service at an existing location.
8. Establish a pickup time schedule before implementation of the contract and be responsible to follow this schedule as closely as possible during the contract year.
9. Provide activity reports as requested.
10. Provide and maintain all dumpsters and carts provided for this contract, and be responsible for the appearance and all repairs of said equipment. The county reserves the right to request the replacement of any equipment deemed to not meet the county's standards within 24 hours of notice to the vendor for removal, at vendor's expense.
11. Provide clean, safe and thoroughly reconditioned dumpsters and carts.
12. Place dumpsters and carts in areas easily accessible for dumping of waste by site personnel.
13. 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.
14. Invoice each PO/address once per month for the entire monthly usage. Invoicing instructions are in section VII. E. of this document.

Regular Trash Service

BUILDING NAME	ADDRESS	CITY	ZIP	QTY	SIZE	SCHEDULE	MONTHLY COST	YEARLY COST
RONALD REAGAN BUILDING	271 W 3RD ST N	WICHITA	67202	1	8 YD	3X WEEKLY		
EMS #15	3575 N WEBB RD	WICHITA	67226	1	95 GAL	WEEKLY		
EMS #9	1218 S WEBB RD	WICHITA	67207	1	2 YD	WEEKLY		
FIRE STATION #34	334 N MAIN ST	HAYSVILLE	67060	1	3 YD	WEEKLY		
FIRE STATION #37	4343 N WOODLAWN BLVD	BEL AIRE	67220	1	4 YD	WEEKLY		
FIRE STATION #36	5055 S OLIVER ST	WICHITA	67210	1	4 YD	WEEKLY		
LAKE AFTON PARK	25330 W 39TH ST S	GODDARD	67052	3	4 YD	WEEKLY		
LAKE AFTON PARK	25330 W 39TH ST S	GODDARD	67052	1	3 YD	WEEKLY		
LAKE AFTON PARK	25330 W 39TH ST S	GODDARD	67052	3	2 YD	WEEKLY		
NORTH YARD	10530 E 37TH ST N	WICHITA	67226	1	8 YD	WEEKLY		
SGCO PARK	6300 W 13TH ST N	WICHITA	67212	5	4 YD	WEEKLY		
SGCO PARK	6300 W 13TH ST N	WICHITA	67212	2	2 YD	WEEKLY		
SGCO PARK	6300 W 13TH ST N	WICHITA	67212	18	95 GAL	STAFF DUMP THESE		
PUBLIC WORKS	2200 S WEBB RD	WICHITA	67207	1	8 YD	WEEKLY		
AUTO TAG OFFICE	2525 W DOUGLAS AVE	WICHITA	67213	1	8 YD	WEEKLY		
AUTO TAG OFFICE	5620 E KELLOGG	WICHITA	67218	1	2 YD	WEEKLY		
EXTENSION CENTER	7001 W 21ST ST N	WICHITA	67205	1	8 YD	2X WEEK		
COMMUNITY CORRECTION	622 E CENTRAL AVE	WICHITA	6720	1	8 YD	3X WEEK		
COURTHOUSE	525 N MAIN ST	WICHITA	67203	1	10 YD	6X WEEK		
HISTORIC COURTHOUSE	510 N MAIN ST	WICHITA	67203	1	8 YD	6X WEEK		
YOUTH RESI HALL	1900 E MORRIS ST	WICHITA	67211	1	8 YD	6X WEEK		
YOUTH REST HALL	700 S HYDRAULIC ST	WICHITA	67211	1	8 YD	6X WEEK		
JAIL	141 W ELM ST	WICHITA	67203	2	10YD	7X WEEK		
FIRE STATION #38	1010 N 143RD ST E	WICHITA	67230	1	2 YD	WEEKLY		
ANDALE YARD	5858 N 247TH ST W	ANDALE	67001	1	3 YD	WEEKLY		
CLONMEL YARD	17500 W 71ST ST S	VIOLA	67149	1	4 YD	WEEKLY		
COMMUNITY CORRECTION	905 N MAIN ST	WICHITA	67203	1	8 YD	WEEKLY		
EMS #3	3002 E CENTRAL AVE	WICHITA	67214	2	95 GAL	WEEKLY		
EMS #14	4030 N REED AVE	MAIZE	67101	2	95 GAL	WEEKLY		
EMS #10	636 N SAINT FRANCIS ST	WICHITA	67214	2	95 GAL	WEEKLY		
EMS #12	3320 N HILLSIDE ST	WICHITA	67219	2	95 GAL	WEEKLY		
EMS #2	1903 W PAWNEE ST	WICHITA	67213	2	95 GAL	WEEKLY		
EMS #20, BLDG 1	1015 STILLWELL ST	WICHITA	67213	1	4 YD	WEEKLY		
EMS #4	1100 S CLIFTON AVE	WICHITA	67218	2	95 GAL	WEEKLY		
EMS #8	501 E 53RD ST N	PARK CITY	67219	2	95 GAL	WEEKLY		
EMS #5	698 CADDY LN	WICHITA	67212	3	95 GAL	WEEKLY		
EMS #6	6401 MABEL ST	WICHITA	67217	2	95 GAL	WEEKLY		
FIRE STATION #33	10625 W 53RD ST N	MAIZE	67101	1	3 YD	WEEKLY		
FIRE STATION #31	5848 N 247TH ST W	ANDALE	67001	1	2 YD	WEEKLY		
FIRE STATION #32	7750 WILDWEST DR	PARK CITY	67219	1	3 YD	WEEKLY		
FIRE STATION #35	1535 S 199TH ST W	GODDARD	67052	1	3 YD	WEEKLY		
FIRE STATION #39	3610 S 263RD ST W	GARDEN PLAIN	67050	1	3 YD	WEEKLY		

FLEET MAINT	1021 STILLWELL ST	WICHITA	67213	1	4 YD	2X WEEKLY		
FLEET MAINT	1015 STILLWELL ST	WICHITA	67213	1	4 YD	WEEKLY		
FLEET MAINT	1021 STILLWELL ST	WICHITA	67213	1	3 YD	WEEKLY		
FORENSIC SCIENCE CENTER	1109 N MINNEAPOLIS ST	WICHITA	67214	1	4 YD	WEEKLY		
HEALTH DEPT	2716 W CENTRAL AVE	WICHITA	67203	1	6 YD w/ bar lock	WEEKLY		
JUVENILE INTAKE	1720 E MORRIS ST #104	WICHITA	67211	1	2 YD	2X WEEKLY		
COMCARE	635 N MAIN ST	WICHITA	67203	1	8 YD	2X WEEKLY		
NOXIOUS WEEDS DEPT	901 STILLWELL ST	WICHITA	67213	1	4 YD	WEEKLY		
OMD	200 W MURDOCK ST	WICHITA	67203	1	95 GAL	WEEKLY		
PROPERTY AND EVIDENCE	815 STILLWELL ST	WICHITA	67213	1	3 YD	WEEKLY		
PUBLIC SAFETY BUILDING	714 N MAIN ST	WICHITA	67203	1	8 YD	WEEKLY		
PUBLIC WORKS	1144 S SENECA ST	WICHITA	67213	1	4 YD	WEEKLY		
PUBLIC WORKS	4701 S WEST ST	WICHITA	67217	1	8 YD	WEEKLY		
SCSO SQUAD OFFICE	814 STILLWELL ST	WICHITA	67213	1	2 YD	WEEKLY		
SCSO RANGE	24532 W 39TH ST S	GODDARD	67052	1	4 YD	WEEKLY		
WORK RELEASE	701 W HARRY ST	WICHITA	67213	1	10 YD	WEEKLY		
SERVICE FOR THE ADDRESS BELOW WILL NOT BEGIN UNTIL JANUARY 2021								
Health Department	1900 E 9 th ST	Wichita	67214	1	6 YD	WEEKLY		

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

LOCATION	ADDRESS	CITY	ZIP	QTY	SIZE	SCHEDULE	MONTHLY COST	YEARLY COST
LAKE AFTON	25313 W 39TH S	GODDARD	67052	20	2 YD	WEEKLY		
LAKE AFTON	25313 W 39TH S	GODDARD	67052	1	3 YD	WEEKLY		
LAKE AFTON	25313 W 39TH S	GODDARD	67052	2	4 YD	WEEKLY		

Christmas Tree Recycling (Mid December – Late January)

ADDRESS	CITY	ZIP	QTY	SIZE	SCHEDULE	MONTHLY COST	YEARLY COST
VARIOUS LOCATIONS	COUNTYWIDE	67203	Approx. 22	4 YD	BI-WEEKLY		
CURRENT LOCATIONS, Subject to Change Year to Year, Additional locations may be added, or locations may be discontinued							
Location	City	Location	City	Location	City	Location	City
Boston Park, 6655 E. Zimmerly	Wichita	Osage Park, 2121 W. 31 st S	Wichita	Means Park	Goddard		
Buffalo Park, 10209 Hardtner	Wichita	South Linwood Park, Hydraulic & Mt. Vernon	Wichita	107 Sioux St.	Kechi		
College Hill UMC, 1 st & Erie	Wichita	E. South Ave & Garfield	Cheney	201 S. Park	Maize		
Earhart Magnet School, 4401 N Arkansas	Wichita	Chisholm Trail Sports Complex	Clearwater	400 S. Thomas	Mount Hope		
Edgemoor Park, 5815 E. 9 th	Wichita	115 N. 3 rd	Colwich	117 E. Main	Mulvane		
Extension Center, 7001 W. 21 st N	Wichita	2801 E. James	Derby	6801 N. Hydraulic	Park City		
Great Plains Nature Center, 6232 E. 29 th North	Wichita	Water Tower	Garden Plain	Veterans Park	Valley Center		
Old Cowtown Museum, 1865 Museum Blvd.	Wichita						

On-Call Trash Service

Address	City	Zip Code	Qty.	Size	Service Schedule	ON-CALL COST PER TIME
525 N. MAIN	WICHITA	67203	1	20 YD	AS NEEDED	
801 STILLWELL ST.	WICHITA	67213	2	30 YD	AS NEEDED	
4701 S. WEST ST.	WICHITA	67217	1	40 YD	AS NEEDED (est. 4x year)	
VARIOUS LOCATIONS	COUNTYWIDE			30 YD	UPON REQUEST	
VARIOUS LOCATIONS	COUNTYWIDE			40 YD	UPON REQUEST	

VI. Sedgwick County's Responsibilities

- 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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to 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.

VII. Proposal 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 pm CDT, Monday, March 9, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CDT, Thursday, March 12, 2020. 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 these 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 3 years' experience in providing services similar to those specified in this RFP.
2. Have proper certification(s) or license(s) to distribute, deal and/or provide service(s) at the time of proposal closing.
3. Have an understanding of industry standards and best practices.
4. Have experience in managing projects of comparable size and complexity to that being proposed.
5. 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.
6. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
7. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
8. Provide project supervision (as required) and quality control procedures.
9. Have appropriate material, equipment and labor to perform specified services.
10. Park only in designated areas and display parking permit (if provided).
11. Wear company uniform or ID badge for identification purposes.

C. [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
A. Meeting or exceeding minimum firm qualifications as outlined	30
B. Demonstrated ability to complete scope of work as outlined	30
C. Completeness of required response content	20
D. Pricing rates	20
Total Points	100

*Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 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. \$38,000.00 divided by \$50,000.00 =.76 | .76*10 | 7.6 points |
| B. \$38,000.00 divided by \$38,000.00 =1.00 | 1.00*10 | 10 points |
| C. \$38,000.00 divided by \$49,000.00= .77 | .77*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.

D. [Request for Proposal Timeline](#)

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

Distribution of Request for Proposal to interested parties	February 28, 2020
Questions and clarifications submitted in writing by 5:00 pm CDT	March 9, 2020
Addendum Issued by 5:00 pm CDT	March 12, 2020
Sealed Proposal due before 1:45 pm CDT	March 17, 2020
Evaluation Period	March 17 thru March 27, 2020
Board of Bids and Contracts Recommendation	April 2, 2020
Board of County Commission Award	April 8, 2020

E. 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 two (2) years. The county will have an option to renew the contract for three (3) additional one (1) year terms, if agreeable between all parties.

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

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, 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.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<u> X </u> Required/ <u> </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<u> </u> Required/ <u> X </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<u> X </u> Required/ <u> </u> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, 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 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.

I. Proposal Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.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) 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. Recycling options, if available.
8. Proof of insurance meeting minimum insurance requirements as designated herein.
9. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

**REQUEST FOR PROPOSAL
#20-0027
TRASH COLLECTION 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 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 _____