

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202 Phone: 316 660-7255 Fax: 316 660-1839 https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/

REQUEST FOR BID RFB #23-1001 DEAD DEER COLLECTION

February 3, 2023

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for Dead Deer Collection. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CST, February 14, 2023.

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

Sincerely,

Jaimee Witmer Purchasing Agent

Jaimee Witmer

JW/ch

Table of Contents

- I. Purpose
- II. <u>Submittals</u>
- III. Scope of Work
- IV. Sedgwick County's Responsibilities
- V. <u>Bid Terms</u>
 - A. Minimum Firm Qualifications
 - **B.** Evaluation Criteria
 - C. Request for Bid Timeline
 - **D.** Contract Period and Payment Terms
 - **E.** <u>Insurance Requirements</u>
 - F. Indemnification
 - G. Confidential Matters and Data Ownership
 - H. Bid Conditions
- VI. Required Response Content
- VII. Response Form
- VIII. Pricing Sheet

I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 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 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County is seeking bids for dead deer collection, in accordance with the specifications outlined, for Sedgwick County Health Department - Animal Control.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, please email the entire document with supplementary materials to:

Jaimee. Witmer@sedgwick.gov

SUBMITTALS are due **NO LATER THAN 1:45 pm CST TUESDAY, February 14, 2023.** If there is any difficulty submitting a response electronically, please contact Jaimee Witmer at Jaimee.Witmer@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your bid, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

III. 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 (7) 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.

IV. 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.

V. Bid Terms

A. 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 Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Bidders shall:

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

B. Evaluation Criteria

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

C. Request for Bid Timeline

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

Distribution of Request for Bid to interested parties	February 3, 2023
Bid due before 1:45 pm CST	February 14, 2023

D. <u>Contract Period and Payment Terms</u>

A contractual period will begin following the Director of Purchasing's approval of the successful firm(s) for one (1) year with three (3) one (1) year options to renew.

County 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/55477/payment-and-invoice-provisions.pdf

E. 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 three (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 eq	uivalent):
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	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
Required /X Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
Required /X 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.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent	
	modifications and cost of materials supplied and installed by others,	
	comprising the total value for the entire Project on a replacement cost basis	
	without optional deductibles. Entity, Contractor, and all Subcontractors shall	
	be included as named insureds.	

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 bidder agrees all data, records and information, which the bidder, 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 bidder 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 bidder 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.

H. Bid Conditions

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf

General Contract Provisions

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

Mandatory Contract Provisions

 $\underline{https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf}$

Independent Contractor

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

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

Federal Certifications Addendum Sedgwick County

 $\frac{https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf}{}$

Suspension and Debarment

https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/

VI. Required Response Content

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Sample invoice.
- 3. Completed and signed Bid Response Form.
- 4. Proof of insurance
- 5. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR BID RFB #23-1001 DEAD DEER COLLECTION

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME		
DBA/SAME		
CONTACT		
ADDRESS	CITY/STATE	ZIP
PHONE FAX _	I	IOURS
STATE OF INCORPORATION or ORGANIZATION	N	·
COMPANY WEBSITE ADDRESS	E-MAIL	
NUMBER OF LOCATIONS	NUMBER OF PERSONS	EMPLOYED
TYPE OF ORGANIZATION: Public Corporation	Private Corporation	Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business Manu	facturer Distributor	Retail
Dealer Other (Describe):		
Not a Minority-Owned Business: Minorit	ty-Owned Business: (Specify	Below)
African American (05) Asian Pacific (10)	Subcontinent Asian (15)	Hispanic (20)
Native American (25) Other (30) (Please sp	pecify)
Not a Woman-Owned Business: Woman	n-Owned Business: (Specify	Below)
Not Minority -Woman Owned (50) African	American-Woman Owned (55)	
Asian Pacific-Woman Owned (60)Subcont	inent Asian-Woman Owned (65)	Hispanic Woman Owned (70)
Native American-Woman Owned (75)Other (V	Woman Owned) (80) Please specify	
ARE YOU REGISTERED TO DO BUSINESS IN TH	E STATE OF KS:Yes	No
UEI (UNIQUE ENTITY IDENTIFIER) NO		
INSURANCE REGISTERED IN THE STATE OF KS	S WITH MINIMUM BEST RATI	NG OF A-VIII: Yes No
☐ Yes, I would like to be on the emergency vend		
□ No, I would not like to be on the emergency ve	endor list.	
After Hours Phone #: Emergency Conta	act Name:	After Hours Fax #:
ACKNOWLEDGE RECEIPT OF ADDENDA: A vendor's responsibility to check and confirm all add		
NO, DATED; NO, I	DATED; NO	, DATED
In submitting a response to this document, vendor acclearly delineated and detailed any exceptions.	cknowledges acceptance of all so	ections of the entire document and has
Signature	Title	
Print Name	Dated	

REQUEST FOR BID RFB #23-1001 DEAD DEER COLLECTION

Flat Rate Per Each Collection	\$
Disposal Cost (If Not Included in the Above Rate)	\$