(_____) Published on the City's Website https://www.wichita.gov/legalnotices, Tuesday, OCTOBER 29, 2024

REQUEST FOR BID NO. – 240284

Sealed Bids will be submitted electronically in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **10:00 O'CLOCK A.M., FRIDAY, NOVEMBER 22, 2024.** "Request for Bid" form MUST be used to submit your bid unless you are submitting your bid on our website (https://wichita.gov/procurementportal) using your secured login/password to submit a bid for:

Park and Recreation Department/Park Maintenance

Itinerant Camp Remediation

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Bids will be opened after ten o'clock a.m., in the Board Room, 1st Floor, City Hall, 455 North Main, Wichita, Kansas.

Specifications and bid forms are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 N. Main, Wichita, Kansas 67202, (316) 268-4636. This information may also be obtained on our website above.

A **PRE-BID CONFERENCE** will be held at 455 N. Main St, 11th Floor Conference Room Wichita, KS 67202 on Wednesday, November 6, 2024 at 2 p.m.

Dated at Wichita, Kansas this 29th day of October, 2024.

Josh L. Lauber, MBA, CPSM
Purchasing Manager

CITY OF WICHITA
FINANCE DEPARTMENT/PURCHASING DIVISION
455 N. MAIN ST, 12TH FLOOR, WICHITA, KS 67202
PHONE: (316) 268-4636
HTTPS://WWW.WICHITA.GOV/PURCHASING
PURCHASING@WICHITA.GOV
https://wichita.gov/procurementportal

REQUEST FOR BID #240284

Itinerant Camp Remediation – Park Maintenance
City of Wichita – Park and Recreation Department

October 29, 2024

PROJECT DEFINITION

The City of Wichita is seeking bids from firm(s) to provide itinerant encampment site removal services for the Park and Recreation Department. The awarded vendor will assist the City by providing all staff, equipment or any other item required for complete removal services including bodily or hazardous wastes. The vendor/firm must be available for emergency response.

The selected firm should have a track record or providing clearing services with precision and respect to the public. The awarded vendor/firm must accept all assigned cleanup sites.

THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID.

Any questions may be submitted in writing to Gary Farris gfarris@wichita.gov no later than 5:00pm NOVEMBER 14, 2024. Questions must be submitted via email, and they will be answered through an addendum made available to all interested parties.

Tentative Schedule of Events	
Solicitation Advertised	OCTOBER 29, 2024
PreBid Meeting at City Hall located at 455 N. Main St, 11th Floor Conference Room Wichita, KS 67202	NOVEMBER 6, 2024 2:00pm
Questions Due Via Email	NOVEMBER 14, 2024 5:00pm
Questions Answered Via Addendum	NOVEMBER 20, 2024
Bids Due	NOVEMBER 22, 2024 10:00am
City Council Approval (tentative)	DECEMBER 3, 2024

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VF/kb

I. OVERVIEW AND SUMMARY

The City of Wichita is the largest city in the State of Kansas and lies within Sedgwick County as the most populous city in the region. The City of Wichita employs approximately 3,100 employees providing a full range of municipal services, including police and fire protections, parks and recreation programs, libraries, public housing, municipal transportation, airports, water and sewer utilities, general administration, and other services. Information regarding the City of Wichita can be found at www.wichita.gov. The legislative body of the city consists of a six-member City Council, elected by district, and a full time Mayor elected from the City-at-large. The Council members and the Mayor serve four-year terms overlapping. The Council and Mayor establish general policies, which are executed by the City Manager.

The City of Wichita is soliciting request for bids from vendors and/or firms for itinerant encampment site removal services for the Department of Park and Recreation. The City reserves the right to award all, some, or none of the goods/services set forth in this Request for Bid (RFB) to any one proposer based on the City's review and assessment of the bids meeting the criteria/specifications set forth herein.

II. SCOPE OF SERVICES

The City is soliciting bids from firm(s) qualified to undertake cleanup and removal of debris, trash, garbage, and potentially hazardous or bio-hazardous materials from sites identified by the City. The submitting firm(s) herby proposes to furnish all labor, equipment, incidentals, and materials to perform all work as required to complete all projects assigned.

The work covered in these bid specifications consists of furnishing all labor, equipment, and materials to provide a complete turnkey itinerant encampment removal service. A complete removal shall result in a safe and clean site, free from materials that may pose a threat to the public health and welfare. These materials (WASTE) include, but are not limited to, trash, garbage, debris, hazardous and biohazardous materials (e.g., urine, feces, solid personal hygiene items, syringes/needles, razor blades), constructed temporary shelter(s), and various other items and waste products associated with itinerant occupancy.

The required services are on an on-call basis. Generally, the CITY will provide posted sites that require cleanups. This list will be provided to the CONTRACTOR as they are posted. Typically, after receipt of notice, the CONTRACTOR will be given 10 calendar days to perform the required site removal from the starting date given on the notice.

On occasion, the CITY may require SITE removal in an expedited manner and require CONTRACTOR to mobilize to the SITE with less than 48-hours' notice.

Specifications

A. General Conditions

1. Overview: As directed by the CITY, provide complete turnkey SITE removal(s) for a safe and clean site by removing WASTE.
2. Site Locations: SITES will be identified individually by City of Wichita Personnel. The City will make an effort, when possible, to cluster several SITES. SITES may be located under structures (e.g., pedestrian bridges, vehicular bridges, and culverts), in tree covered areas, on heavily vegetated ground cover, riverbanks or sandbars, and in areas adjacent to vehicular, railroad, and other traffic (e.g., pathways, roads, and highways). SITES may require confined space entry.
3. For camps that have been moved or cleanup prior to re-check by the Hot Team, the CITY is allowed to cancel these requests.

4. SITE Occupants: All SITES will be cleared of occupants by Wichita Police Department (WPD) prior to allowing CONTRACTOR access to the SITE. At their discretion, WPD officers may remain on-site to provide security.
5. WASTE Removal: CONTRACTOR'S personnel must be trained and qualified to handle and dispose of all WASTE in a safe and legal manner. CONTRACTOR shall maintain all applicable training records, certifications, and licenses required to perform this work. CONTRACTOR will make these records available upon request by CITY personnel.
6. Payment: CONTRACTOR shall invoice CITY upon satisfactory completion of a given SITE or SITES. Invoice shall include certified weight tickets signed by the City's representative over the work for removals over one (1) ton. Photos of each cleared SITE will be included with each payment invoice. Photos of drug paraphernalia, drugs and weapons found onsite shall also be included with the payment invoice.

   Invoicing and payment will be made only by the unit prices bid and shall be compensation in full for furnishing all labor, equipment, materials and incidentals necessary to complete the work in a satisfactory manner, as required by these specifications. The unit prices bid shall be inclusive of all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

B. Contractor Responsibilities

SITE removal duties shall include the following:

1. CONTRACTOR shall coordinate with the City when needed to develop a work plan for each SITE or cluster of SITES. The work plan will establish the following;
   i. Scope of work to be performed
   ii. Start Date
   iii. Estimated timeframe of the work
   iv. Location of any staging areas
   v. Point of contact for CONTRACTOR'S onsite representative
2. CONTRACTOR shall provide CITY a weekly schedule of intended removal activities.
3. CONTRACTOR shall designate a single point of contact to serve as the City's primary contact for administration of the contract and removal operations.
4. CONTRACTOR shall provide all supervision and management of crews and subcontractors, and ensure all necessary safety procedures are followed.
5. CONTRACTOR shall perform work in a timely, efficient, courteous and business-like manner at all times.
6. CONTRACTOR shall supply all labor, material, tools, protective clothing and gear, equipment, and all incidentals (cleaning chemicals, fuel, etc.) necessary to safety and legally perform the work to handle, remove, transport, and dispose of all WASTE materials and leave a clean site.
7. CONTRACTOR shall follow best practice work procedures to safely collect and dispose of all WASTE.
8. CONTRACTOR shall comply with all applicable safety rules, protocols, and licensing requirements mandated by local, state, and/or federal authorities.
9. CONTRACTOR shall immediately contact WPD if weapons, illicit drugs, or drug paraphernalia are found. These items will be surrendered to WPD in accordance with their procedures and protocols. CONTRACTOR will contact WPD through 911, unless WPD has officers on-site, or provides an alternative means of contact. Photos of any items surrendered shall be included with any payment invoice.

10. CONTRACTOR shall provide bags and tags and identify and tag certain items as "personal property" as designated in the Guidelines for Property Identification. All items identified as personal property will be surrendered to WPD for storage and handling. To be submitted as personal property per WPD Policy. CONTRACTOR will contact WPD through 911, unless WPD has officers on-site, or provides an alternative means of contact.
11. CONTRACTOR shall dispose of all collected WASTE at a site legally permitted to accept it, in accordance with all applicable local, state, and federal laws and statutes.
12. CONTRACTOR shall notify the City when the work is completed and provide a cleanup report for each site including, but not limited to the following.
    i. total weight of removed debris, trash, and garbage for each Large Site
    ii. Photos of sites cleared of debris, trash, and garbage
    iii. Photos of any surrendered items
    iv. notable encounters with itinerant persons
    v. personal property surrendered to WPD
    vi. type and quantity of illicit drugs/paraphernalia and weapons surrendered to WPD

C. **Guidelines for Property Identification**

Items left onsite after the time given in the notice to vacate has elapsed are considered abandoned property. These items are considered trash and/or garbage and are deemed to pose a threat to the environment and/or public health and safety. Abandoned property left on-site after proper notice to vacate are to be disposed of in a legal manner. As an exception, if during the site cleanup and restoration process the following items are discovered, these items will be considered personal property and surrendered to WPD for storage and return to the original owners.

Examples of Potential Personal Property: The following are examples of items that are considered personal property and will be given to the WPD for storage:

- ID/Social Security cards
- Medications-legally prescribed, labeled, and in original container/packaging
- Birth Certificates
- Military Service Records
- Tax/Medical records

Examples of items that are trash, garbage, or pose a threat to public health or safety and will not be stored: The following are examples of conditions that will cause an item (including those examples listed above) to be immediate disposed of:

- Used, Dirty or Soiled: items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
- Perishable: open food or personal products that will spoil or rot in storage
- Contaminated: items used for hygiene or that present a potential risk of a biohazards (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
- Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
- Broken or Disassembled: items that are broken, damaged, or stripped of parts (i.e. electronics stripped for copper, flat tires, torn up clothes)
- Weapons: weapons will be turned over to the Wichita Police Department (WPD)
- Obvious Trash and Garbage: Food/beverage wrappers, tissue/paper napkins, open household product containers
- Building Materials/Debris: brick, stone, block, wood, wood products, wood by products, metal, plastics, etc.
- Medications/Controlled Substances: all unlabeled medications not in their original container and controlled substances will be turned over to the WPD for storage

III. BID TERMS

A. Questions and Contact Information:

Any questions regarding this document must be submitted via email to VAL FALO, vfalo@wichita.gov in accordance with the dates and times stipulated for questions. Any questions of a substantive nature will be addressed in written form as a posted addendum on the City's Procurement Portal (https://wichita.gov/procurementportal). Respondents are responsible for checking the City's Procurement Portal and acknowledging any addenda electronically as a part of the Procurement Portal submission's electronic acknowledgment for all stipulated response forms and addendum acknowledgments.

To ensure interested parties receive notification of any published addendum by the City, respondents need to verify the selection of "*Real Time"* on their Procurement Portal - *Notification Center* settings:

- Accept *Invites from Agencies* (to receive invitations for new solicitation opportunities)
- Accept *Messages* (to receive notifications for any published addendum)

Failure to select *"Real Time" notification settings* will impact your Procurement Portal profile's ability to receive notifications and messages by the City of Wichita Purchasing Division.

To view your Procurement Portal's Notification Center settings, log into your account and select Settings, Global Vendor Record, Manage my Organization, and Notifications to view this settings screen. If further assistance is needed, please contact the Purchasing Office directly at purchasing@wichita.gov or by phone at 316-268-4636.

B. Bid Submission:

Bids will be received (electronically as stated) in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to 10:00 O'CLOCK A.M., Friday, NOVEMBER 22, 2024. Bids are to be submitted through the City's Procurement Portal (https://wichita.gov/procurementportal) using a secure login/password.

If a Bonfire registration for system access has not been completed, please visit https://www.wichita.gov/purchasing for assistance. On the Purchasing website's Vendor Services page, a video tutorial (Bonfire Registration Video) walkthrough and registration resources are available to help in the completion of the registration process. If further assistance is needed, please contact the Purchasing Office directly at purchasing@wichita.gov or by phone at 316-268-4636.

All bids, including supporting documentation/manuals, shall become the property of the City.

C. Evaluation Criteria:

Bid Award will be based on the Lowest and Best Total Net Bid from a Responsible and Responsive vendor.

The City, through its Board of Bids and Contracts, reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

The City, through its Purchasing Manager, reserves the right to accept or reject any or all submittals and any part or parts of any submittal, and to waive formalities therein to determine which is the most beneficial bid.

D. Tentative Schedule:

The tentative schedule will apply to this Request for Bid (RFB) and may change according to with the City's needs or unforeseen circumstances. All dates and times will be in Central Standard Time (CST; CDT) and can be confirmed through the Purchasing Office located at 455 N. Main 12th Floor Wichita, KS 67202, calling (316) 268-4636, or by contacting the buyer listed on the solicitation document. Questions of a substantive nature will be reviewed and answered in written form as an addendum and posted to the City's Bonfire portal at https://wichita.gov/procurementportal.

Vendors are encouraged to complete bidder registration by visiting the City of Wichita's eProcurement Portal at https://wichita.gov/procurementportal, then follow the link to the Bonfire vendor registration page to register your company. Please check our website, https://www.wichita.gov/purchasing for upcoming registration opportunities, training dates & locations, and information as it is updated in the near future.

Event	Date
Solicitation Advertised	**October 29, 2024**
Pre-Bid Meeting	**November 6, 2024 @ 2:00pm**
Last Day for Written Question	**November 14, 2024 @ 5:00pm**
Addendum Posting	**November 20, 2024**
Bid Due	**November 22, 2024 @ 10:00am**
City Council Approval	**December 3, 2024**

E. Minimum Respondent Qualifications:

This section lists the criteria to be considered in evaluating the responsiveness of firms interested in providing the goods and/or service(s) specified in this Request for Bid. Firms should meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in the proposer's response. Bidders shall:

1. Have a minimum of 3 years' experience in providing similar services specified in this RFB.
2. Understanding of industry standards and best practices.
3. Have experience in providing goods and/or services of comparable size and complexity to that being requested.
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 city shall be followed with respect to the contract.
5. Registration with the Kanas Secretary of State's Office before contract execution.
6. Having Municipal government experience is preferable; however, the City 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 RFB.
8. Provide project supervision (as required) and quality control procedures.

9. Have appropriate material, equipment and labor to perform specified services.
10. Ensure parking occurs only in designated areas and parking permits are displayed (if provided).
11. Wear company uniform or ID badge for identification purposes.
12. Meet local, state, and federal guidelines as applicable.

F. Bid Requirements:

The following proposal items to be included in the Request for Bid (RFB).

1. Small Site Removal: Single mobilization for each SMALL SITE or cluster of SITES. One payment will be made per SITE or cluster of SITES. Unit prices shall include all costs related to pre-site work setup, travel, planning, and all other tasks required to mobilize, ready the site, and complete removal. Small sites shall be determined as cleanups completed within 30 minutes of arrival on site to departure from site.
   Estimated Quantity: 250 mobilizations
2. General Site Removal: Unit price measured quantity to include all labor, equipment, materials, and incidentals necessary to remove and legally dispose of all garbage, trash, debris, and all other non-hazardous/bio-hazardous waste. Proposal Item is measured as one quantity. General Site shall be determined as cleanups completed taking longer than 30 minutes of arrival on site and waste removed under one (1) ton of debris.
   Estimated Quantity: 250 mobilizations
3. Biohazard/Hazardous Material Disposal: Unit price measured quantity to include all labor, equipment, materials, and incidentals necessary to perform all hazardous and biohazardous removal operations. Bid item is a measured quantity, paid per ton of hazardous/biohazardous waste removed.
   Estimated Quantity: 5 tons
4. Large Site Removal: Unit price measured quantity to include all labor, equipment, materials, and incidentals necessary to remove and legally dispose of all garbage, trash, debris, and all other non-hazardous/bio-hazardous waste. Proposal Item is measured as one quantity. Large Site shall be determined as cleanups completed which produce more than one (1) ton of removed debris, disposed at a site legally permitted to accept it, in accordance with all applicable local, state, and federal laws and statues, for which a certified weight ticket will be provided to the City as part of the payment invoice.
   Estimated Quantity: 125 mobilizations
5. On-Site Mobilization where cleanups cannot be completed due to Itinerant occupant non-compliance or by Police directive. For any site non-compliance, the Homeless Outreach Team must be contacted at 316-854-3013 or through 911.
   Estimated Quantity: 50 mobilizations
6. The quantities listed are estimates only and are not a guarantee of any quantity amounts. The City reserves the right to adjust the quantities as necessary to meet actual demand and budget. Actual quantities of work may vary significantly from the quantities show on the proposal form.
7. Completed *Bonfire Portal (https://wichita.gov/procurementportal) submission (*or *Request for Bid Form* signed and dated if submitted via paper*)*.
8. Bids submitted may not be withdrawn for a period of 60 days following the opening of this Request for Bid. Prices MUST also be free of duties and federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
9. Pricing for all stipulated Item(s) and/or Group(s) requirements. Bidders who do not submit pricing for all items when stipulated may be deemed nonresponsive when not adhering to:
   a. *Lowest and Best Total Net Bid* when requested will be calculated by aggregate total. No other pricing or miscellaneous charges will be submitted outside of the ONE (1) Group.

10. Exceptions to any part of this document clearly delineated and detailed.
11. Responses that do not include all required forms/items may be deemed non-responsive.

G. City of Wichita Responsibilities:

a. CITY will issue notice to proceed by e-mail or phone, and advise CONTRACTOR of SITE(S) to be removed.
b. CITY will designate a single point of contact for reviewing work plans, authorizing work, and addressing issues and questions.
c. WPD will post "notice to vacate" signs at future SITES a minimum of 72 hours before removal may occur, unless directed otherwise.
d. WPD Officers will provide security during removal activities, as needed, and at their discretion. WPD will be contacted by CONTRACTOR if police presence is needed.

H. Debriefing:

The City of Wichita encourages solicitation respondents to learn, grow, and improve their competitiveness for City procurement opportunities. In the event of an unsuccessful solicitation response, solicitation respondents may request a debriefing regarding the selection process from the project manager and the buyer/purchasing representative identified in the solicitation document. The City of Wichita Purchasing Office may be directly contacted at (316) 268-4636 for assistance regarding the debriefing process.

I. Challenges and Protests:

Challenges

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12th Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316) 268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's website, *https://wichita.gov/procurementportal* for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

Protests

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's Purchasing Bid Results site https://www.wichita.gov/DocumentCenter/Index/829. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contract Compliance Officer's decision in writing to the Internal Auditor on the 13th Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor decision will be issued by email or written notification, within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council,

by written request filed with the City Clerk, located on the 13th Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business days after issuance of the Internal Auditor written decision. Failure of a protestor to file a written reconsideration request related to the internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is a timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing must be in aid of the City Council's legislative authority to approve contracts for goods, services, and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing must be scheduled as soon as practicable according to the City Council's calendar. The hearing must be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence must be accepted at the hearing. The protesting party must have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but must deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer must notify the Granting Authority in writing with all information regarding the protest. A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority. Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

1. the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
2. violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the City Council, and also provide notice of the decision rendered by the City Council, or any alternative resolution reached.

IV. CONTRACT PERIOD AND PAYMENT TERMS

The term of this contract shall be for a one (1) year period with four (4) one (1) year options to renew under the same terms and conditions by mutual agreement of both parties. Specific project details (Statement of Work, Milestones, etc) will be negotiated prior to execution of contract. Once goals as outlined are met and parties mutually agree that terms have been satisfied, the contract shall be complete.

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, the city reserves the right to terminate this agreement upon thirty (30) days prior written notice to the contracted party. Payment will be remitted following receipt of a detailed invoice.

BID FORM PAGE(S) INSERT

*** REMEMBER PAGE NUMBERS ARE ACCURATE***

V. INSURANCE REQUIREMENTS

LIABILITY INSURANCE SPECIFICATIONS

The **Successful Bidder** will be required to furnish a Certificate of Insurance (prior to the Purchase Order, Agreement, or Contract being issued) with the following minimum coverage:

1. Commercial General Liability

   Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate
Property Damage Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate

2. Comprehensive Automobile Liability

   All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	$1,000,000 Each Occurrence
Property Damage Liability	$1,000,000 Each Occurrence
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability — $1,000,000 Each Accident; $1,000,000 Occupational Disease; $2,000,000 Annual Aggregate

The following additional coverages will apply when selected:

Required: YES___ NO _X__

5. Professional Liability (Claims made basis) — $1,000,000 Each Claim; $1,000,000 Annual Aggregate

Required: YES___ NO _X__

6. Pollution Liability — $1,000,000 Each Claim; $1,000,000 Annual Aggregate

Required: YES___ NO _X__

7. Umbrella Liability — $1,000,000 Each Claim; $1,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

END OF SPECIFICATIONS

(12/2024)

VI. GENERAL SPECIFICATIONS:

GENERAL SPECIFICATIONS

BID FORMS
All bids MUST be electronically submitted and acknowledged (Yes/No) by an officer or employee authorized to submit and bind the bidder to the terms of the solicitation and bidder. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, must be noted in the "bid" submitted to be considered. The "bid" is to be submitted electronically through the City's Procurement Portal (https://wichita.gov/procurementportal) using a secure login/password. Vendors are requested to submit current literature or brochures relating to their bid.

LICENSE
Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

BILLING TERMS
Discounts for prompt payment will be considered in the evaluation of your bid. The discount time will not begin until the City receives all of the commodities or services. If testing is required, the discount time will begin upon completion of the testing. Billing terms must be noted on the bid form to consider the deduction in the award.

CONTRACT
The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

SUBCONTRACTING/JOINT VENTURES
Respondents are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the qualification. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT
The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their bid.

ARBITRATION PROVISIONS
"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE
"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS
On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

RESTORATION
"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX
The articles specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES
If estimated quantities are shown, on the "Request For Formal Bid" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD
Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY
Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Board of Bids and Contracts to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Board of Bids and Contracts a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Board of Bids and Contracts.

AWARD
The City, through its Board of Bids and Contracts reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

If there are tie bids, the Board of Bids and Contracts will recommend the successful bidder, and final determination will be made by the City Council.
THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET BID.

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.

5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A.

42-215 *et seq*.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq*.), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq*.), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq*.) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq*. of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

18. **No Arbitration**. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

(Rev. 04/2/2024)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.