



SHAWNEE COUNTY

REQUEST FOR PROPOSAL (RFP)

Quotation Number: 021-23

Date Issued: 04-06-2023

Closing Date: 05-04-2023, 2:00pm

Vendor Name: _____

Address: _____

Phone Number: _____

THIS IS NOT AN ORDER

1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM

All vendors are *required* to create an online portal account (www.snco.us/purchasing) in order to receive or submit bid requests.

ITEM AND DESCRIPTION

Shawnee County is soliciting bids for professional services for Shawnee County projects.

1. **PURPOSE:** Shawnee County, Kansas is hereby soliciting professional consultant proposals to provide architectural, planning, engineering and construction services for all departments with-in Shawnee County. This request invites all qualified Consultants to submit proposals for accomplishments and knowledge in accordance with the requirements described in the Request for Proposals (RFP).
2. **PROJECT DESCRIPTION:** Projects will consist of working with departments with-in Shawnee County to explore options for proposed project, master planning, MEP or engineering type projects as they develop for each area. Areas include be not limited to office reconfigurations, building renovations or remodels including interior and exterior, roof replacements, HVAC/Boiler replacements or upgrades, lighting replacement or upgrades, sidewalk replacements, landscaping upgrades, elevator upgrades or modifications and life safety modifications.

3. **PROPOSED CONTENT:** To standardize responses and simplify evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested must be provided in the proposal under a single cover. The proposal length must be limited to a maximum of 20 double sided pages.
 - a. Business Organization; The full name and address of the professional consultant that will be performing the services described herein.
 - b. Technical Approach; The approach used in rendering the services required, including the use of sub-consultants. Description of quality assurance-quality control processes shall be included in this section.
 - c. Related Technical Experience; Description of a minimum of two (2) and a maximum of five (5) projects containing scope of services performed, location and reference (contact person).
 - d. Key Staffing and Overall Organization; Qualifications of the project manager and personnel, including anticipated sub-consultants and specialized skills shall be highlighted. Resumes for all key personnel listed shall include the following:
 - i. Name, specialty and job title
 - ii. Years of relevant experience
 - iii. Academic degree, discipline and year received
 - iv. Professional registrations
 - v. Include a minimum of one team member with experience in public safety, fire, emergency services or correction facility design
 - vi. Additional information that maybe important to the success of a project.
 - e. Fee Schedule; Shall be provided noting hourly rates of key personnel listed above.
4. **FORM of CONTRACT:** The Shawnee County standard form of contract will be used for all professional services provided. A new contract will be issued with each project and approved by the Board of County Commissioners prior to commencement of any and all work.
5. **SCOPE OF SERVICES:** The proposed scope of services in not intended to be a detailed scope of work that might be required, but is intended to provide general information to Consultants wishing to submit proposals. It is the intent of the County to draw upon the expertise and experience of each Consultant to accomplish the needed goals on a project by project bases.
6. **CONTACT PERSON:** Any questions concerning the proposals should be submitted through the Shawnee County online bid portal.
7. **GENERAL SERVICES:** Basic Services in this proposal include:
 - a. Architectural Design and Construction Contract Administration.
 - b. Structural Engineering.
 - c. Mechanical and Electrical Engineering and Construction Contract Administration.
 - d. Telecom Engineering.
 - e. Fire Detection and Suppression Design and Construction Contract Administration.

BID RESPONSE

Closing Date: Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

Signature of Bids: Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

Withdrawal of Bids: Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

Register Your Company: For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to upload a bid. It will also stop you from uploading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

Please Submit Your Bids Early: In case you have problems getting your bid to upload and need assistance, we suggest you do not wait until the last minute. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

Bid Openings: All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

Notice to Successful Bidders: The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

Notice to Unsuccessful Bidders: Unsuccessful bidders will not be notified.

TERMS AND CONDITIONS

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

- A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and
- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance

costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFP, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFP, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

All proposals will be held in confidence until a contract recommendation has been made or all proposals are rejected. However, Vendors are advised that as municipality under Kansas Law, Shawnee County is subject to the provisions of The Kansas Open Records Act (KORA), which provides a right of public access to information in records under the control of a municipality. Vendors are advised that Shawnee County may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to KORA.

Shawnee County reserves the right to enter into agreements 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). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFP, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of Shawnee County, Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFP are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the

individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

Nondiscrimination: Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, and other applicable Federal and Kansas laws governing equal employment opportunity.

Contractor will be an independent contractor of the County. Contractor will provide all labor and will be responsible for recruitment, supervision, and training of its staff. All payroll, payroll deductions, employee benefits, payroll reporting and human resources will be the responsibility of the Contractor.

The Contractor shall to the fullest extent permitted by law, indemnify, hold harmless and defend the Board of County Commissioners of the County of Shawnee, Kansas (COUNTY) and all of its agents and employees from and against all claims, damages, losses and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.

Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from performance of its duties. Contractor shall maintain the following types of coverage and minimum limits:

- i. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2,000,000.
- ii. Business Auto Coverage: (Owned and non-owned autos) \$1,000,000 per occurrence limit.
- iii. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
- iv. Umbrella Liability: minimum limit of \$1,000,000 excess of Commercial General Liability and Automobile Liability.
- v. Crime: Commercial crime policy, including employee theft. The minimum limit shall be \$1,000,000 per loss. The policy must include a "Clients' Property" endorsement.
- vi. Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
- vii. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the COUNTY assessed the risk that

may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Contractor's insurance shall be primary and any insurance or self-insurance maintained by the County shall be excess and not contribute with the coverage maintained by Contractor.

- viii. Additional Insured: The County shall be listed by ISO endorsement or its equivalent as an additional insured. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- ix. Cancellation: Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the County.
- x. Subcontractors: All coverage for subcontractors shall be subject to all of the requirements stated herein.

Bonding – any contractor performing construction or renovation work for Shawnee County shall furnish bonds as follows:

- i. Performance Bond. Contractor shall furnish a performance bond, in an amount equal to the Contract Price as security for the faithful performance of all Contractor's obligations under the Contract Documents. The performance bond shall remain in effect at least until one (1) year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents.
- ii. Statutory Bond (K.S.A. 60-1111 – only required for construction projects exceeding a contract price of \$100,000). Contractor shall provide and file with the Clerk of the District Court of Shawnee County, a Kansas statutory bond, in an approved form and in an amount equal to the Contract Price, to ensure payment of all indebtedness incurred for all supplies, materials, or labor furnished, used or consumed in connection with, in, or about the construction or making of public improvements.
- iii. All Bonds shall be in the forms prescribed by Law, Regulation, or by the Contract Documents and be executed by such sureties who are authorized to conduct business in the State of Kansas and who are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. The name of the Contractor on this Agreement, bonds, and certificate of insurance shall be identical.
- iv. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Kansas or it ceases to meet the requirements this Section, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which must be acceptable to the County.

Along with executing a contract, Vendor will be required to sign a Shawnee County Contractual Provisions Attachment (CPA) in the form attached to this RFP.

All questions regarding this bid should be posted on the online Electronic Bid System.

For problems with the online Electronic Bid System, please contact:

Shawnee County Audit Finance Department

e-mail: Auditfinance@snco.us phone: (785) 251 – 4039

The undersigned agrees with all terms and conditions stated above:

Signature _____

Printed Name _____

Title _____

Email Address _____

Phone Number _____

Submit with your proposal:

CONTRACTUAL PROVISIONS ATTACHMENT

1. **TERMS HEREIN CONTROLLING PROVISIONS**

It is expressly agreed that the terms of each and every provision in 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 contract in which this attachment is incorporated.

2. **AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If, in the judgment of the Financial Officer, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee County may terminate this agreement at the end of its current fiscal year. Shawnee County agrees to give written notice of termination to proposer 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 in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Proposer shall have the right, at the end of such fiscal year, to take possession of any equipment provided Shawnee County under the contract. Shawnee County will pay to the proposer all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Shawnee County, title to any such equipment shall revert to proposer at the end of Shawnee County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the proposer.

4. **DISCLAIMER OF LIABILITY**

Neither Shawnee County nor any departments or divisions thereof shall hold harmless or indemnify any proposer.

5. **ANTI-DISCRIMINATION CLAUSE**

The proposer agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The proposer understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by Shawnee County.

6. **ACCEPTANCE OF CONTRACT**

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7. **ARBITRATION, DAMAGES, WARRANTIES**

Notwithstanding any language to the contrary, no interpretation shall be allowed to find Shawnee County or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Shawnee County shall not agree to pay attorney fees or late payment charges, and no provision 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.

8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this contract, the representative of the proposer thereby represents that such person is duly authorized by the proposer to execute this contract on behalf of the proposer and that the proposer agrees to be bound by the provisions thereof.

9. **RESPONSIBILITY FOR TAXES**

Shawnee County shall not be responsible for, nor indemnify a proposer for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **INSURANCE**

Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the proposer shall bear the risk of any loss or damage to any personal property in which the proposer holds title.

11. **AUTOMATED CLEARING HOUSE (ACH)**

Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____