



SHAWNEE COUNTY

REQUEST FOR PROPOSAL

(RFP)

Quotation Number: 025-23 Vendor Name: _____
Date Issued: 05-02-2023 Address: _____
Closing Date: 06-01-2023, 2:00pm 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 vending services per the following minimum specifications.

SCOPE:

This Contract shall cover the provision of vending services for Shawnee County. Locations to include:

1. Shawnee County Courthouse, 200 SE 7th Street
2. Shawnee County Administrative Building, 707 SE Quincy
3. Shawnee County North Annex, 1515 NW Saline
4. Adult Detention Center, 501 SE 8th Street
5. Juvenile Detention Center, 401 SE 8th Street
6. JP Lewis Health Department, 2600 SW East Circle Drive
7. Central Park Community Center, 1534 SW Clay Street
8. Crestview Community Center, 4801 SW Shunga Drive
9. Garfield Community Center, 1600 NE Quincy Street
10. Hillcrest Community Center, 1800 SE 21st Street
11. Shawnee North Community Center, 300 NE 43rd Street

TERM OF CONTRACT:

The term of this contract is for one (1) year period. The term may be extended at the end of current term if both parties agree. Contract extension will be made in one (1) year periods, not to exceed 5 extensions.

INSPECTION OF PREMISES:

Bidders are urged to inspect the contract sites before submitting proposals. Failure to inspect the sites shall not relieve the successful bidder from furnishing and installing, without additional cost, any materials and equipment or performing any labor required to carry out the intent of the contract.

NEGOTIABLE BID ISSUES:

Requirements regarding operation of vending machine operation at the County buildings are not negotiable and must be provided as described in this request for proposals, the following are open for negotiation. As such, you are specifically asked to provide response to the following issues:

1. Provide the amount you are willing to compensate Shawnee County for the monthly use of County facilities, equipment and utilities to offer vending services to County staff and visitors. This should be offered as a percentage of gross revenue produced by the operations described herein.
2. Your bid should acknowledge whether you are willing to accept the existing locations in its current state for access to utilities and/or general seating.
3. Specify proposed days and hours that you will have staff on site to service, stock and clean the vending area. Most County buildings are open Monday through Friday, except for recognized legal holiday, 7:30 A.M. to 5:30 P.M.
4. Specify how you will address issues with the vending machines, i.e. wrong change, fail to vend and the like.
5. Provide a proposed list of all food items to be provided, specific brand offerings, portion size and proposed prices of each vended item. While you will be allowed reasonable variance from these proposed offerings and prices, they will be evaluated as an indication of your intended operation of the food services. Items that you suggest providing should include a variety of healthy beverages and food items as well, juices, varieties of milk, fruit and salads are examples.
6. Identify the type or types of bill changers proposed. Such changers should be able to provide change for bills up to \$20.00 (twenty) dollars in denomination.
7. Comment on whether there will be a sticker, card or label on each machine identifying your vending company with telephone number for customer concerns regarding vending services.
8. Provide the ability to use a credit/debit card on each machine in addition to the cash option.

SERVICES PROVIDED BY SHAWNEE COUNTY:

The County will provide the following items pursuant to any contract awarded related to vending proposals:

1. The space and storage area for vending operations.
2. Normal and regular utilities: Shawnee County shall provide heat, air conditioning, sewer, electricity, hot and cold water, janitorial and building maintenance. Contractor agrees to exercise due care to keep the use of these services to a minimum and to comply with established energy conservation laws, practices, regulations and policies. While Shawnee County shall furnish these utility services, we cannot and shall not guarantee uninterrupted supplies of water, steam,

electricity, gas heat or air conditioning. Shawnee County shall not be liable or otherwise responsible for any product loss, which result from interruption or failure of utility services or equipment.

SERVICES, PRODUCTS AND GUARANTEES TO BE PROVIDED BY CONTRACTOR:

The following services, products, obligations and guarantees must be provided by the contractor in keeping with the specification of any bid proposal that may be accepted. The successful bidder will be required to execute a contract upon acceptance of the bid which reflects the agreed and represented terms.

1. Appropriate staff and resources to operate. Contractor shall be responsible for employing such personnel and staff as are necessary to effectively and efficiently fulfill its obligations under this contract. Contractor specifically acknowledges that its employees and staff are not employees of Shawnee County. Contractor agrees to ensure, at all time, that its employees exhibit only the highest degrees of professional conduct and courteousness to all staff and visitors while on any Shawnee County site.

Contractor specifically agrees to assign to the site only competent and adequately trained and experienced staff who will be available to respond to any issues or questions related to the vending operation during proposed staffing and stocking times. Any employment offered by the Contractor must comply with all federal, state and local health standards and other legal requirements as may be applicable to the vending industry. All persons employed to perform contractual services shall be regular employees of the contractor and the contractor shall pay all salaries and expenses and all federal and state taxes, social security taxes, federal and state unemployment taxes and any other expenses and taxes relating to such employees and if required, will carry worker's compensation insurance for such employees.

2. Proof of all required permits and licenses. Contractor shall be required to provide proof that Contractor has obtained all necessary licenses or permits relating to operation of a vending operation in the City of Topeka and on Shawnee County premises. Contractor shall provide each of its staff with such training as is required by federal, state and local laws and regulations and also with such additional training as Contractor customarily provides its employees and staff working at other sites.
3. Proof of lines of credit and creditworthiness to operate the business and maintain adequate inventory for sale. Contractor shall provide with the initial proposal/bid and also at any other time it may be requested reasonable proof of credit worthiness or the existence of lines of credit with suppliers, that will enable the Contractor to continue operation of the business and to maintain as adequate inventory of vended merchandise for sale to the public.
4. All cleaning and janitorial services necessary to operate. Contractor shall furnish limited janitorial and cleaning services and supplies for the vending operation area. Shawnee County will provide daily floor sweeping and trash removal for the vending areas.
5. Routine Maintenance of equipment and replacement as necessary. Shawnee County reserves the right to require the removal and replacement of any vending equipment having a history of repeated issues (i.e. wrong change, no change, failure to vend, etc.). Contractor shall obtain and execute contracts for any leased or rented vending equipment necessary for it to fulfill its

obligations under this contract. Contractor shall be solely responsible for the payment of all rents, lease payments and repairs associated with rented/leased equipment as well as equipment it owns and uses on the Shawnee County site. Contractor shall not use any such equipment without prior approval of Shawnee County staff. Shawnee County will not provide any equipment for this vending contract.

6. Locks and security issues. Contractor shall provide, at its expense all necessary locks and/or other security devices not provided by Shawnee County at the commencement of the contract period. Contractor shall not, with the exception of normal vending machine lock mechanisms and any private contractor storage, install or maintain any locks/security devices without providing Shawnee County Facilities Management with relevant combinations, codes or keys. Contractor must obtain from Shawnee County any keys and combinations necessary for use and operation of Shawnee County owned equipment and doors. Contractor is responsible for subsequent control of keys and combinations so obtained and the normal security of vending areas. Contractor shall immediately notify Shawnee County Facilities Management of any loss of keys or combinations or any suspected criminal activity in the food service areas included burglaries, thefts, robberies and crimes against persons.
7. Designation as an Independent Contractor. The Contractor specifically acknowledges that neither the contractor nor any employee of the contractor should be considered an employee of Shawnee County or any subdivision thereof. The Contractor specifically acknowledges that the operation of food services shall be provided independently in accordance with a lease agreement as described in any accepted bid/proposal. Contractor will remain responsible for payment of all payrolls, for complying with all applicable federal, state and local labor laws and rules and regulations and for providing such workers compensation insurance and benefits as are required by federal, state and local law.
8. County's right of inspection and access. Contractor acknowledges and agree that Shawnee County is the owner of the contracted sites and will have a continuing right to access and inspect all food service areas, and the Contractor's operation. Contractor further agrees that Shawnee County shall have the right to make reasonable rules and regulations concerning such matters and Contractor agrees to comply with any such rules or regulations.
9. Miscellaneous requirements and responsibilities. Contractor specifically agrees that it shall be responsible for any and all damages including financial, caused by the accidental, careless, negligent, reckless, intentional or criminal acts of its employees, agents and any and all other persons acting on its behalf or for its benefit, including persons acting with its express or implied approval. Contractor agrees to hold Shawnee County harmless from any and all claims made by contractor's employee arising from any injuries incurred during the course and scope of their employment with Contractor or any other claims arising out of the Contractor's obligations relating to the scope and terms of this contract or operation of food services at the County.

Contractor acknowledges that Shawnee County owns all sites and accordingly acknowledges that Shawnee County shall at all times have complete access and use of the food service areas. Should Shawnee County choose to use such areas for purposes other than dining, Shawnee

County would be responsible for appropriate set-up and cleanup restoring the facilities used to a condition suitable for vending food service operations.

Contractor agrees to make no alterations to the Shawnee County property and shall at the termination of the contract period, return to Shawnee County all furniture, fixtures, equipment, machinery, tools and any other property furnished by or owned by Shawnee County. Such properties and items shall be returned to Shawnee County in as good order and condition as when the contract period commenced, save normal wear and tear. Contractor shall be responsible for the repair and replacement of any such property and items not properly returned to Shawnee County.

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 download a bid. It will also stop you from downloading 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 download and need assistance, we suggest you do not wait until the last minute. Our system will not allow any bids to be downloaded 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 RFQ 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 RFQ, 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 RFQ, 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 RFQ, 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.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

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 RFQ, 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 the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFQ 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, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,

- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

Provisions of K.S.A. 44-1030 Statute:

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

Provisions of K.S.A. 44-1031 Statute:

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

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	_____