



# SHAWNEE COUNTY

## REQUEST FOR PROPOSAL (RFP)

**Quotation Number:** 035-23      **Vendor Name:** \_\_\_\_\_  
**Date Issued:** 07-31-2023      **Address:** \_\_\_\_\_  
**Closing Date:** 09-22-2023, 2:00pm      **Phone Number:** \_\_\_\_\_

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### THIS IS NOT AN ORDER

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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](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

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### **ITEM AND DESCRIPTION**

Shawnee County is soliciting bids for a Site & Utilities Assessment-Master Plan for Gage Park per the following minimum specifications.

#### **SECTION 1 – INTRODUCTION AND INSTRUCTIONS**

- 1.1 Request for Proposal (RFP) Background:** The Board of County Commissioners of the County of Shawnee, Kansas (BCC), acting by and through the Shawnee County Parks + Recreation Department (SCP+R), is soliciting proposals from qualified consultant teams comprised of architects, engineers, field services and other disciplines as necessary to provide professional services to work in conjunction with SCP+R staff, major Gage Park stakeholders, and the Gage Park Improvement Authority (GPIA) to conduct a Site and Utilities Assessment-Master Plan for Gage Park as generally outlined below in Sections 1 and 2.

The Site and Utilities Assessment will supplement the current park planning efforts (Park Plan) of the SCP+R staff. The Park Plan will include proposed enhancements to existing park features, relocation of some structures and services, more efficient use of existing facilities, new facilities to address additional programming efforts, input from previous public forums, improvements to public access

and multi-use capability, additional sustainability measures, maintenance capabilities, stewardship of green spaces and more.

The Consultant Team will review the SCP+R Gage Park Plan and incorporate it along with the Site and Utilities Assessment into a single document to serve as the “Gage Park Master Plan” (Master Plan).

Information contained in the existing Master Plans for the Topeka Zoo and Conservation Center, as well as the Kansas Children’s Discovery Center will be reviewed to ensure compatibility and mutual coordination of potential infrastructure and utility improvements and Park Plan enhancement projects. The completed Site and Utilities Assessment will provide an assessment and inventory of existing utility and infrastructure features within and impacting the park. A current condition rating and projected longevity for each infrastructure component will be developed. A prioritized listing of needed infrastructure improvements/changes (with future “planning costs” and a projected timeframe for probable implementation) will be developed. Any impacts on future Park Plan enhancements will be addressed.

The Consultant Team will prepare a draft Master Plan for further review. The draft Master Plan will be presented to the public through a walk-in open house format and/or online format to solicit discussion and comments. The Plan will be updated thereafter as needed to address comments received.

An updated Plan would be provided to the BCC, Topeka Zoo and Conservation Center, Kansas Children’s Discovery Center and SCP+R Advisory Board for review and comment. The Plan will be updated as needed thereafter to address any issues/concerns. The final deliverable product, as approved by SCP+R and the GPIA would be considered as the “Gage Park Master Plan.”

Actual funding, design and construction completion of any proposed Master Plan improvements would be completed in the future under specific contract(s) and funding allocations as deemed appropriate by SCP+R, Topeka Zoo and Conservation Center, Kansas Children’s Discovery Center and the GPIA according to the respective purchasing policies allowed. These activities are not part of this proposal.

Shawnee County and SCP+R currently utilize GIS and Cartegraph as their primary system-wide mapping and asset management platforms. It is SCP+R’s desire and intent that these capabilities be fully utilized and supplemented with utility site and utility assessment data as much as possible.

The Consultant Team will work directly with staff from SCP+R, other Shawnee County Staff and designated members of the GPIA to facilitate completion of the Master Plan. SCP+R shall administer the project on a day-to-day basis. All project invoicing and accounting will be performed by the SCP+R staff.

**1.2 RFP Schedule:** This schedule of events represents Shawnee County’s best estimate of the schedule that will be followed for this RFP. The approximate RFP schedule is as follows:

- July 27, 2023                      BCC Approval to bid
- By July 31, 2023:                RFP Posted to Shawnee County Bid Portal
- August 16, 2023:                Pre-Proposal Meeting

- September 22, 2023: Proposals due by 2:00 PM
- September 25-27, 2023: Evaluation of Proposals
- October 2-5, 2023: Selection of Consultant Team to BCC
- October 5, 2023: Vendor Notification
- October 6-20, 2023: Contract Negotiation & Preparation
- October 23-26, 2023: SCP+R Review
- October 30 & November 2: Contract to BCC
- November 8, 2023: Notice to Proceed

Shawnee County reserves the right to amend this schedule as necessary.

**1.3 Pre-Proposal Conference:** A pre-proposal conference will be held at **2:00 PM, August 16, 2023, at the Big Gage Shelter House (Gage Park), 635 SW Gage, Topeka, KS.**

Tim Laurent, Director of SCP+R and staff will conduct the meeting and shall administer the project for Shawnee County.

All pertinent Shawnee County GIS and SCP+R operations staff will be present to discuss use and characteristics of current operations and available data. Data formats and transfer protocols will be addressed as needed.

**Attendance is not mandatory at the pre-proposal conference, but attendance is highly recommended.** All questions requesting clarification of items/issues discussed at the pre-proposal conference must be submitted in writing via the online bid portal prior to the close of business on September 19, 2023. Impromptu questions will be permitted, and spontaneous unofficial answers will be provided; however, proposers should clearly understand that the only official answer or position of Shawnee County will be in writing. Failure to submit this information via the online bid portal will result in items being resolved in the best interest of Shawnee County. Any modification to this Request because of the pre-proposal conference and answers to written questions shall be made in writing by addendum and issued through the online bid portal. Only written communications are binding and potential vendors are encouraged to sign up in the online bid portal to receive all communications and addendums.

## **SECTION 2 - SCOPE OF SERVICES**

**2.1 Scope of Services:** The following Scope of Service provides an indication of the intent and assumed extent of the project. The Work Tasks listed are provided to assist the Consultant Team's preparation of their Approach to the Project. Additional work tasks or activities deemed appropriate by the Consultant Team should also be included in the Approach to the Project.

**2.1.1 Work Task 1: Data Compilation:** Data compilation to include the review of:

1. Gage Park historical background.
2. Existing Topeka Zoo and Conservation Center Master Plan (to include review of Record Drawings for Kays Garden and Giraffe Building site).

3. Existing Kansas Children's Discovery Center Master Plan.
4. Existing Shawnee County and City of Topeka GIS and Cartegraph data for Gage Park.
5. County Department of Public Works asphalt parking lot assessment (current data to date of study).
6. County GIS aerial photographs (2022), mapping, contour mapping and specialty maps for the Gage Park area.
7. Near-term and proposed SCP+R maintenance, repair and rehabilitation projects within Gage Park.
8. SCP+R Park Plan (Master Plan) concepts (current to time of the study).
9. ADA Accessibility Evaluation-Gage Park (2021)
10. Review of existing water, wastewater and storm water system GIS and asset management data (Cityworks) in addition to maps/permits for the Gage Park service area (City of Topeka Utilities Department).
11. Status of existing storm water permits/restrictions/requirements for the Gage Park area (City of Topeka Utilities Department-Storm Water).
12. Status of CCTV inspection videos for the wastewater collection system for the Gage Park area (City of Topeka Water Pollution Control Division).
13. Review of existing transportation system maps and pavement inventory/condition data for the Gage Park service area (City of Topeka Public Works Department).
14. Kansas Gas Service area mapping.
15. Evergy overhead and underground electrical service area mapping.
16. Overhead and underground fiber optic/cable network providers service area mapping and Shawnee County fiber GIS data.

**2.1.2 Work Task 2: GIS and Asset Management Systems Coordination and Use:** Consultant Team shall work with Shawnee County GIS and SCP+R staff to determine the extent and potential use of existing data and system(s) ability to assimilate additional data from the above work and/or additional information sources developed through the course of the project. Additional information and/or updating of any existing information within Shawnee County GIS platform would become the property of Shawnee County as part of this project.

**2.1.3 Work Task 3: Site Infrastructure Assessment:** The consultant Team shall assess and characterize the physical and operational capabilities of the Gage Park\* infrastructure and select park features consisting of the following categories:

1. Water Service/Fire Requirements/Lines/Valving/Hydrants/Controls (up to existing Master Meters at the Zoo and Discovery Center).
2. Sewer Lines and Appurtenances\*\*.
3. Power Distribution System.
4. Storm Water Management (Piping, Flow Controls, Appurtenances, Retention/Detention Structures, Water Quality Regulations) \*\*.
5. West Lake Dam Integrity and Controls/Siltation impacts/Downstream Impacts.
6. Site Lighting/Site Security (Cameras-Call Stations).
7. Public Access and Safety (traffic access control, impact of pedestrian malls, etc. with

proposed street closures).

8. Park Parking Capacity and Locations (Existing-Projected) \*\*.
9. Pavement/Curb & Gutter/Sidewalk Conditions.
10. Rail Operation (Crossing Safety) .
11. Status and impact of ADA accessibility improvements.
12. Maintenance Yard Utility Needs (for Gage Park only).
13. Utility Impacts/Needs for Potential Relocation of Helen Hocker “Performance Venue” (site determined by SCP+R).
14. Utility Impacts/Needs for Potential Expansion of the Kansas Children’s Discovery Center.
15. Utility Impacts/Needs for Potential Expansion of the Topeka Zoo and Conservation Center (per Zoo Master Plan).

*\* All Gage Parklands not currently occupied by the Topeka Zoo and Conservation Center and the Kansas Children's Discovery Center*

*\*\*Includes all Gage Parklands, inclusive of the Zoo/Conservation Center and the Kansas Discovery Center.*

*The study may require the following as deemed appropriate:*

*Survey (Aerial Drone) Mapping of the site\*\**

*Field location of utilities*

*Soil borings (dam integrity)*

*CCTV Inspection of sanitary sewer lines (with City of Topeka WPC)*

The completed study would provide an inventory/extent of any applicable utility and/or infrastructure feature, a current condition rating and projected longevity for each infrastructure component. Where possible, the Consultant Team will provide a prioritized listing of needed replacement and expansion, infrastructure improvements (with future “planning costs” and a projected timeframe for probable implementation) for each category outlined in the scope of work. Preliminary design, funding, final design and construction completion of any proposed improvements would be completed in the future under specific contract(s) obtained through competitive bidding and funding allocations and will not be considered under this contract.

**2.1.4 Work Task 4: SCP+R Park Plan Review:** Consultant Team shall review the Park Plan prepared by SCP+R and determine potential impacts on the proposed Park Plan by infrastructure assessments. The Consultant Team will advise and assist SCP+R to adjust and/or modify the Park Plan as necessary to provide adequate future services as well as preventing future conflicts as much as practicable.

**2.1.5 Work Task 5: Master Plan Compilation:** Consultant Team shall incorporate both a revised Park Plan and the Site and Utilities Assessment into a single document to serve as a “Gage Park

Master Plan”. A Master Plan report draft will be provided to SCP+R staff and GPIA Board members for review, comment, corrections, and acceptance.

**2.1.6 Work Task 6: Reviews and Input:** Following acceptance of a working draft, the report would also be provided and presented to the BCC, Topeka Zoo and Conservation Center, and the Kansas Discovery Center as well as the SCP+R Advisory Board for review and comment. The draft Master Plan will be updated to reflect pertinent comments. Following consideration of comments, the final deliverable product, as approved by the GPIA Board, would be presented for public input as the “Gage Park Master Plan.” The Consultant Team would be responsible for one public walk-in open house to gather public reaction and further input. Following review and consideration of public comments, the Master Plan would be updated and published in a final form.

**2.1.7 Project Deliverables:** Deliverables will include: (1) Site and Utilities Assessment, (2) Any and all GIS data and databases demonstrating the outcome of the assessment in pre-approved format, and (3) Gage Park Master Plan.

**2.2 Consultant Team:** The proposal shall be submitted by a Consultant Team with the necessary experience and personnel required to provide the requested services in a timely manner as described herein. Requested services may require the Consultant Team to utilize specialty sub-consultants as required.

**2.3 Consultant Team Minimum Requirements:** The Consultant Team shall be required to meet/comply with the following minimum qualifications and standards:

- All Architects and/or Engineers in responsible charge of project tasks/components shall be registered and licensed in the State of Kansas.
- Any Architect or Engineer in responsible charge of project tasks shall have a preferred minimum of ten (10) years of experience in the proposed task area(s).
- All firms and individuals associated with the proposed work shall be covered by Professional Liability Insurance. Firms shall be required to provide proof of insurance coverage.
- Any GIS Professional in responsible charge of project tasks shall have a minimum of five (5) years of experience in the proposed task area(s), and it is preferred that this position have attained the GIS Professional designation (GISP).
- All firms shall be in compliance with State and Federal laws for Non-Discrimination in Employment.
- The Consultant Team shall commit to a same-day response to any communications from any SCP+R staff member and/or GPIA Board member concerning any aspect of requested work. Response commitment may include via email, telephone, video conference, or personal visit. The Consultant Team may use Project Management software to facilitate communications and transfer of information with SCP+R per concurrence. Use of Project Management Software is contingent on compatibility with Shawnee County IT system requirements. The use of Project Management Software does not relieve the Consultant Team from the same-day response commitment.
- The Consultant Team shall be knowledgeable of the current Gage Park facilities and

operational system.

- The Consultant Team and SCP+R staff shall schedule meetings as required for the contract period to ensure overall project coordination.

**2.4 Supplemental Work:** SCP+R, at its sole discretion, may request the completion of supplemental work beyond the scope of the existing contract. Any supplemental work shall be completed only with the approval of the SCP+R. Supplemental work shall be negotiated based on proposed scope of additional activities and cost.

**2.5 Other Requirements:** The Consultant Team must be able to provide following additional services:

- **Web Site Support:** If SCP+R establishes a project website, the Consultant Team shall provide regular project updates to be added to the website. This will include, but is not limited to, project schedule, meeting notices, meeting minutes/notes, maps, drawings, a chronology of events, public information, special features, etc. Text must be provided to the Shawnee County IT staff in a format that is easily added to the project website and shall include images along with the text.
- **Progress Reports:** The Consultant Team shall provide a monthly progress report, which shall be submitted in the form of a Power Point presentation, as well as text documents compatible with the project website. Updates with similar format(s), shall be provided after any public engagement meeting or outreach event. All progress reports will be posted to the established project website.

**2.6 County Provided Services:** The following services shall be provided by Shawnee County to assist the Consultant Team:

- **Historical Information:** Upon selection, the single point of contact for Gage Park historical information and referral for additional source capabilities will be provided by County SCP+R staff. The Consultant Team shall be responsible for interaction and scheduling with SCP+R staff and/or other individuals/groups referred to them.
- **Site Mapping and Topographic Information:** Shawnee County will provide available aerial photographs (2022), available GIS mapping, contour mapping, parcel and property data and other available information for the Gage Park environment to the Consultant Team for use on the project.
- **Background and System Data:** Upon request by the Consultant Team, SCP+R, along with other County Departments and the City of Topeka, will provide historical, operational, building, structure, equipment and financial data as available and accessible for the Gage Park site. Specific information relating to the Topeka Zoo and Conservation Center and the Kansas Children's Discovery Center will require specific requests to those organizations.
- **GIS and Cartograph Data Bases:** SCP+R shall provide access to and coordination with Consultant Team for use and updating the existing County GIS and Cartograph Data Bases for the Gage Park environment. Shawnee County and SCP+R will provide necessary formats/protocols for Consultant Team data development for eventual input into Shawnee County GIS and Cartograph systems.

- **ADA-Gage Park Accessibility Study:** SCP+R shall provide the Consultant Team with the Gage Park portion of the overall ADA Study (2021) of the SCP+R system.
- **Asphalt Parking Assessment:** Shawnee County Public Works Division shall provide data associated with asphalt parking within Gage Park. Data will be sourced from an ongoing system-wide review of SCP+R asphalt parking areas and will reflect work up to the time of this study.
- **Drone Photography:** In concurrence with the Consultant Team's efforts, Shawnee County can provide aerial drone photography of the site and/or specific features or locations with special access issues. Consultant Team requests for aerial drone deployment must be focused on specific project needs and/or efforts to provide information for public presentations and interactions.
- **SCP+R Staff Interaction:** SCP+R shall provide overall project coordination and oversight of the requested work. A SCP+R staff member will be designated as a day-to-day point of contact for the project.

### SECTION 3 - CONTENT OF PROPOSAL

- 3.1 **Transmittal Letter:** The transmittal letter is to serve only as the document covering transmittal of the Consultant Team's proposal and should include the address and telephone number of the official contact person and an alternate. These individuals should have the authority to bind the Consultant Team and shall be available to be contacted by telephone and/or email and attend the interviews and meetings to be scheduled.
- 3.2 **Approach to the Project:** The Consultant Team shall outline its general approach to project coordination with respect to data gathering along with the assimilation and use of Shawnee County and the City of Topeka GIS mapping and data. The Consultant Team will conduct a detailed review of the SCP+R Park Plan as it exists at the time of the study. The Approach will outline steps necessary for the compilation of data, maps and a format of presentation for the site utility and Park Plan information into a consolidated Gage Park Master Plan document. The Approach should include a tentative project calendar from a Notice to Proceed from Shawnee County, along with a proposed format for an open house forum to solicit public input.
- 3.3 **Capabilities of the Firm/Past Performance:** The Consultant Team shall include a description of their capabilities, including past projects completed of similar scope and expertise in all types of work listed herein.
- 3.4 **Key Personnel and Organization:** Key personnel assigned to the project shall be identified and their qualifications provided. A resume indicating key relevant experience and knowledge for each person named must be attached to the proposal. The availability of other personnel assigned to the project must be stated.
- 3.5 **References:** Provide a summary of your qualifications to provide the services listed herein to the County.
- 3.6 **Cost Proposal:** Upon selection, the Consultant Team will provide a cost proposal for review and further negotiation based upon a mutually agreed upon scope of services. The Consultant Team shall



provide separate Rate Schedules listing each firm's employee classifications and their hourly rate charge for the services herein. The hourly rate charge shall include all wages, benefits, profit, and other overhead factors. In addition, miscellaneous charge items such as local mileage, use of special equipment, etc., shall be included. Crew hour costs shall be provided for all field survey activities. Costs associated with printing, reproduction, and document production shall be determined on a lump sum basis. Costs for any sub-consultant/contractor shall be reviewed and approved on a case-by-case basis for each project.

- 3.7 Consultant Team Sub-Contractors:** The Consultant Team will list any probable sub-consultants/contractors that might be utilized. Use of any sub-consultant/sub-contractor shall be with the review and approval of SCP+R staff. Sub-consultant/contractor's unit/lump sum costs, miscellaneous costs, travel costs and any conditions and/or allowances for specific items or activities shall be provided for.
- 3.8 Agreement:** An Agreement for Services with costs will be negotiated after award. Proposer may provide a copy of a proposed agreement between Shawnee County and the Consultant Team as part of its proposal. Shawnee County reserves the right to reject any or all the terms included and to provide its own agreement.
- 3.9 Exceptions to RFP:** Proposers must clearly indicate any exceptions to this RFP and outline what alternative is being offered, if any. Shawnee County may accept or reject such exceptions. Any other information considered pertinent to the project should be included.

***Failure to adhere to the proposal criteria shall result in the Proposal being considered non-responsive.***

- 3.10 Signature of Proposals:** Each proposal shall give the complete mailing address of the Consultant Team and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the Consultant Team's Federal Employer's Identification Number(s).
- 3.11 Acknowledgment of Addenda:** All Consultant Teams shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by Shawnee County in writing via the online bid portal.

## **SECTION 4 – EVALUATION and SELECTION of PROPOSAL**

- 4.1 Evaluation and Selection Criteria:** It is Shawnee County's intent to enter into a contract with a Consultant Team who best demonstrates the ability to provide the above referenced services for SCP+R. Overall responsiveness to the Request for Proposals is a crucial factor in the evaluation process.

The proposal evaluation will include the following considerations:

- Response to format as required by this request.
- Background and history of Consultant Team and individual firms.
- Adequacy and completeness of the request submittal.
- Consultant Team understanding of the project.
- Compliance with the terms and conditions of this request.

- Individual and combined experience with similar projects.
- Experience with GIS and asset management systems/data development.
- Qualified Staff/Personnel qualifications.
- Methodology, approach and work plan proposed to accomplish tasks.
- Ability to respond to SCP+R project requests.
- Familiarity with SCP+R and its facilities.
- Any special considerations/services/value provided to the project.

## **BID RESPONSE**

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. 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.

**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.

**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.

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 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 the State of 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, 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 of 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@sncos.org](mailto:Auditfinance@sncos.org) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature	_____
Printed Name	_____
Title	_____
Email Address	_____
Phone Number	_____