



SHAWNEE COUNTY

REQUEST FOR QUALIFICATIONS (RFQ)

Quotation Number: 001-24

Date Issued: 01-04-2024

Closing Date: 02-01-2024, 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.

INTRODUCTION

Shawnee County is soliciting sealed "Request for Qualifications" for design services necessary to prepare bidding plans, specification documents and cost estimates for an event center (Grange Hall) to be built at Old Prairie Town at Ward-Meade Historic Site, 124 NW Fillmore, per the following minimum requirements. Specifications shall be configured to require the contractor to provide turn-key design documents. Design documents would be for the construction of a reception and meeting facility that can be rented for weddings, meetings, and special events at Old Prairie Town.

Shawnee County Parks + Recreation (SCP+R) is seeking to enter into an engineering services contract with a State of Kansas-registered engineer for the Grange Hall project at Old Prairie Town. The following outlines this request for qualifications:

PART 1: SCOPE OF SERVICES

Shawnee County is soliciting qualification statements for engineering services to assist SCP+R with preliminary engineering, design engineering, and inspections of this project. The engineering services will encompass all project-related engineering & surveying services required for the construction of the Grange Hall. The agreement will be on a lump sum, fixed price basis (or cost reimbursement “not to exceed” basis) with payment terms to be negotiated with the selected vendor.

The services to be provided will include, but not be limited to:

1. Preliminary and final design plans and specifications including detailed description of the design elements of the event center;
 - a. The firm will be expected to design a plan in a manner which preserves and enhances Old Prairie Town at Ward-Meade Historic Site, while still providing for a design that allows a multifunctioning event center.
 - b. The event center will be supported by the existing parking lots.
 - c. The exterior façade and interior of the building shall be constructed of materials that recreate the late 1800’s timeframe.
2. Environmental Assessment;
3. The firm is to ensure that the entire project is reviewed and approved in a manner consistent with the standards identified by the City of Topeka, Shawnee County and the City’s Zoning Code.
4. Conduct all field testing and inspections (Interim and final);
5. Assisting the Management Support Specialist with the construction bid package(s);
6. Assist in conducting the preconstruction conference;
7. Providing reproducible plan drawings to the County upon project completion;
8. A detailed proposal for the development of the event center including cost estimates, HVAC, utilities, site plan and other information as needed in order for this to be turn-key.

PART 2: REQUEST FOR QUALIFICATION STATEMENTS

Contents of RFQ:

Respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
 - a. A brief statement of the Respondent’s understanding of the scope of the work to be performed;
 - b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Kansas;
 - c. A confirmation that the Respondent has not had a record of substandard work and has not engaged in any unethical practices within the last five years;
 - d. Any other information that the Respondent feels appropriate;
 - e. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ.
2. Background and Experience
 - a. Firm Profile – Describe your firm’s demographics, size and years in business.
 - b. Firm’s Experience – Describe your firm’s experience including experience with event center design documents.
 - c. References – Provide name, email, address and telephone numbers for at least three (3) recent agencies a design work was developed for.
 - d. Describe the firm’s workload and current capacity to accomplish the work in the required time.
 - e. Describe Respondent’s firm’s presence in and commitment to Shawnee County.
3. Personnel/Professional Qualifications
 - a. Staff Assignments – Identify the representative responsible for communication and project completions.

- b. Resumes or curriculum vitae of each primary staff member that would be assigned to this project.

PART 3: SELECTION CRITERIA:

SCP+R shall evaluate each potential contractor in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Capacity to accomplish the work in an acceptable time-frame;
4. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors:

1. Experience of the firm with this particular type of construction as described in Part 1;
2. Firm's staff experience and qualifications;
3. Current capacity to accomplish the work in an acceptable time-frame;
4. References from other clients attesting to Respondent's quality of work.

Shawnee County will make a selection based on the evaluation of proposals, qualifications and reference checks.

NOTE: Shawnee County reserves the right to request addition information or clarification on submissions to ensure fulfillment of the project scope prior to awarding the 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 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.

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.

Disclosure of Proposal Content and Proprietary Information: All proposals become the property of the Shawnee County. The Kansas Open Records Act (K.S.A. 45-215 et seq) ("KORA") requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. Shawnee County reserves the right to destroy all proposals if the RFQ is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. The online bid portal will not accept late proposals.

How to include Proprietary Information in your proposal: Submission of trade secrets or proprietary information with your proposal is discouraged. However, information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided in a clearly marked and separated with the Proprietary Divider page, section within the pdf file uploaded to the online bid portal. Only one file is allowed to be uploaded to the bid portal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

Proprietary Divider Page: This document is available to be downloaded in the bid portal underneath the Purchasing section.

All information requested to be handled as "Proprietary" shall be submitted in the separate section from the main proposal and clearly labeled and section off by the divider page. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Shawnee County reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Defense of Claims: If the County declines a KORA request for access to a record designated as trade secrets/proprietary information by the bidder in accordance with this subsection, then, in consideration of the promises above and for considering the bidder's proposal, the bidder agrees that it shall defend, indemnify, and save harmless County from and against all claims that arise in any manner from, in connection with, or out of the County's non-disclosure of the records.

Shawnee County does not guarantee protection of any information which is not submitted as required.

DEMANDSTAR POSTINGS

Demandstar Website: Shawnee County open projects are posted on Demandstar as a secondary posting. Demandstar tracks broadcast and plan holder data. Bids must be submitted through the Shawnee County Bid Portal.

Shawnee County Bid Portal: When an open project is posted, Shawnee County is not able to track who downloads project information off the bid portal website. Bids must be submitted through the Shawnee County Bid Portal to be considered. All projects are posted on the County website, not all projects are posted on the Demandstar website. Registration is free.

TERMS AND CONDITIONS

PROPOSAL INSTRUCTIONS / CONTRACT TERMS

- 4.1 **Proposal Reference Number:** The above-number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred

to in all communications. All communications must be submitted through the Shawnee County online bid portal.

No communication is to be had with the County through any other means regarding this Request for Qualifications unless otherwise stated.

Violations of this provision may result in the rejection of the proposal.

- 4.2 Negotiated Procurement:** The County reserves the right to negotiate any part of this proposal and any subsequent contract. The firm's proposals are to demonstrate to the County the qualifications and experience of firm.
- 4.3 Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the Engineering firm. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the County and will be a matter of public record subsequent to signing of the contract or rejection of all proposals.
- 4.4 Acceptance or Rejection:** If the Board determines, that it is not in the best interest of the Board to proceed with the project pursuant to the proposals offered, the Board shall reject all proposals. If all proposals are rejected, the Board may solicit new proposals using different design criteria, budget constraints or qualifications.
- 4.5 Contract:** The successful Engineering firm shall sign a written contract with Shawnee County.
- 4.6 Contract Formation:** No contract shall be considered to have been entered into by Shawnee County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Engineering firm.
- 4.7 Open Records Act:** All proposals become the property of Shawnee County. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.
- 4.8 Insurance:** Shawnee County shall not be required to purchase any insurance against loss or damage to any personal property nor shall Shawnee County establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the Engineering firm shall bear the risk of any loss or damage to any personal property.
- 4.9 Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

Engineering firm accepts full responsibility for payment of unemployment insurance, worker's compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 4.10 Conflict of Interest:** The Engineering firm shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of Shawnee County and who are providing services involving this contract or services similar in nature to the scope of this contract to Shawnee County. Furthermore, the Engineering firm shall not knowingly employ, during the period of this contract or any extensions to it, any Shawnee County employee

who has participated in the making of this contract until at least one year after his/her termination of employment with the Shawnee County. The Engineering firm shall have no affiliation with the building in question.

4.11 Submission of Proposals: All proposals shall be submitted on the County's Electronic Bid System.

All questions regarding this bid should be posted on the online Electronic Bid System. Impromptu questions will be permitted and spontaneous unofficial answers provided, however Engineers should clearly understand that the only official answer or position of Shawnee County will be via **the online Electronic Bid System** and will be sent to all Engineers responding to the Request. Failure to properly notify Shawnee County via **the online Electronic Bid System** any conflicts or ambiguities in the Request may result in items being resolved in the best interest of Shawnee County. Any modification to this Request as a result of any written answers to written questions, shall be made in writing via **the online Electronic Bid System** to all vendors who received the original request from the County.

Proposals received shall be kept secured and sealed until closing. Shawnee County shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the deadline because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and will not receive consideration.

4.12 Signature of Proposals: Each proposal shall give the complete mailing address of the Engineering firm 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 Engineering firm Federal Employer's Identification Number.

4.13 Acknowledgment of Addenda: All Engineering firms shall acknowledge receipt of any addenda to this Request on the Electronic Bid System. Failure to acknowledge receipt of any addenda will prohibit the submission of a bid on the Electronic Bid System and may render the proposal to be non-responsive. Changes to this Request shall be issued only by the County in writing and posted on the Electronic Bid System

4.14 Withdrawal of Proposals: A proposal may be withdrawn from the Engineering firm to the County on the Electronic Bid System, via email prior to the closing date.

4.15 Proposal Disclosures: At the time of closing, only the names of those who submitted proposals shall be made public information. Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785.251.4490 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address, or an Engineering firm may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Each proposer has the responsibility to do the following: 1. Thoroughly examine the RFQ/RFP documents and all addenda; 2. Visit the Project site to become familiar with and to satisfy the proposer as to the general, local, and site conditions that may affect cost, progress, and performance of work; 3. Consider federal, state, and local laws and regulations that may affect cost, progress, or performance of work; 4. Study and carefully correlate the proposer's knowledge and observations with the RFQ/RFP documents and related data; 5. Promptly notify the County of all conflicts, errors, ambiguities, and discrepancies, which the proposer has discovered in the RFQ/RFP documents.

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:

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 Kansas human rights Commission ("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:

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	_____