



SHAWNEE COUNTY

REQUEST FOR PROPOSAL (RFP)

Quotation Number: 009-24
Date Issued: 03-13-2024
Closing Date: 03-28-2024 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.

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 sealed bids for the purchase of 9,000 tons of BM-2A Hot-Mix Asphalt (HMA) with no more than 10% Recycled Asphalt Pavement (RAP) for use in 2024, per the following minimum specifications.

DESCRIPTION

BM-2A with no more than 10% RAP.....9,000 ton

1. All MATERIALS used in the production of BM-2A with no more than 10% RAP shall be in accordance with City of Topeka and Shawnee County Standard Technical Specifications, Section 7 ASPHALTIC CONCRETE, Paragraph 2.

Asphalt binder used in the production of BM-2A shall be Performance Grade PG 64-22 unless otherwise specified or approved by the County Engineer.

2. MIX DESIGNATION for BM-2A. The asphaltic concrete shall conform to mix designation BM-2A as detailed in Paragraph 3, Section 7 ASPHALTIC CONCRETE of the City of Topeka and Shawnee County Standard Technical Specifications, latest edition. Subsection 1103.02 (b) (2), except as amended herein. The BM-2A asphaltic concrete shall be composed only of combinations of crushed stone (CS-1), crushed

stone screenings (CS-2), sand and sand-gravel (SSG), and cement or crushed stone (MFS-1). Recycled asphalt pavement (RAP) millings will be allowed but shall not exceed 10% of the total volume.

3. ASPHALTIC CONCRETE MIX DESIGN shall be in accordance with Paragraph 4, Section 7, ASPHALTIC CONCRETE of the City of Topeka and Shawnee County Standard Technical Specifications, latest edition meet Marshall properties designated for Major/Minor Collectors.

No asphaltic concrete shall be produced for payment until an asphaltic concrete mix design, including a design job-mix gradation, has been approved by the County Engineer. The preparation of the asphaltic concrete mix design shall be performed by an approved testing laboratory and shall be subsidiary to the bid item BM-2A with 10% RAP BITUMINOUS HOT MIX ASPHALT. The mix design and materials certifications must be submitted for approval to the County Engineer and shall not be dated prior to January 1st of the bidding year.

It shall be the responsibility of the asphalt supplier to prepare and resubmit, for approval by the County Engineer, a new mix design anytime a change is made in the supplier of asphalt oil binder or any supplier of aggregate incorporated in the production of asphaltic concrete.

4. HOT MIX ASPHALT TESTING: Shawnee County, or its designated representative, shall have the right to enter onto Supplier's property for the purpose of collecting materials samples, as deemed necessary by the County Engineer, for use by the County in quality assurance testing. The Supplier shall assist the County's designated representative in the collection of these samples when requested.

5. The County will make asphalt oil adjustment payment increases, or deductions, for the applicable monthly tonnage of hot mix asphalt purchased by the County based upon the following:

Prices quoted by the Bidder/Supplier for BM-2A with no more than 10% RAP Bituminous Hot Mix Asphalt shall be based upon the asphalt oil price as determined by an **Asphalt Material Index (AMI)**, as established by County Resolution No. 2023-31. The County will update and publish the AMI on a monthly basis on the Shawnee County Public Works web page (<https://www.snco.us/publicworks/>). It is the Bidder/Supplier's responsibility to be aware of the current AMI at the time of bid. The AMI of the month that this supply contract is bid becomes the **Starting Asphalt Index (SAI)** for the duration of the supply contract. The AMI will be based on PG 64-22 asphalt oil. Asphalt Oil Adjustment payments (increases/decreases) will be calculated by the County Engineer, or his designated representative, and will be shown as a separate line item and added/subtracted to the Supplier's monthly invoice, based upon the amount of Hot Mix Asphalt furnished to and received by the County during the calendar month in question.

The Asphalt Oil Adjustment payments will be based upon the following example computations and not in accordance with Resolution No. 2023-31:

Asphalt Oil Adjustment Calculation = (HMA T x AOC) x "A", where:

HMA T = Hot Mix Asphalt Tonnage received by the County during a given calendar month

AOC = Asphalt Oil Content, as obtained from the approved Mix Design

"A" = AMI – SAI

AMI = Asphalt Material Index for the calendar month of HMA delivery

SAI = Asphalt Material Index for the month the HMA supply contract is bid and specified below

Note: The Asphalt Oil adjustment will be based upon the Unit Weight shown in the approved Mix Design.

EXAMPLE #1:

Given the following:

AMI = \$664/ton
SAI = \$561/ton
AMI – SAI = \$103/ton
HMAT = 1,000 tons
AOC = 5.0%

Resulting Asphalt Oil Adjustment = (1,000 tons x 0.05) x (+\$103) = +\$5,150.00

EXAMPLE #2:

Given the following:

AMI = \$605/ton
SAI = \$624/ton
AMI – SAI = -\$19/ton
HMAT = 1,000 tons
AOC = 5.0%

Resulting Asphalt Oil Adjustment = (1,000 tons x 0.05) x (-\$19) = -\$950.00

PLEASE SUBMIT ATTACHMENT 1 AS THE FIRST PAGE OF YOUR BID

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.

Submitting Multiple Bids: The online bid portal will only allow one file to be uploaded per bid, per company. If you are submitting multiple bids, please complete the Multiple Bids Cover Page and attach as the first page of your bid upload. The document can be found under Purchasing in the bid portal.

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 response. To receive automatic updates on RFP subscribe to the bid types. If a RFP has a mandatory pre bid meeting it will be clearly marked on the RFP and in the bid portal.

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 Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas 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 RFP 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: Trade secrets or proprietary 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.

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

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 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 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 _____

ATTACHMENT 1

Quotation Number: 009-2024

Vendor Name: _____

Date Issued: 03-13-2024

Closing Date: 03-28-2024, 2:00pm

SCHEDULE OF PRICES

Description	Est. Quantity	Unit Price/Ton	Total Bid
BM-2A with maximum 10% RAP	9,000 Tons	\$ _____	\$ _____

#Starting Asphalt Oil Index (SAI) = \$605/Ton (March 2024)

*Quantities bid are estimates only. Shawnee County reserves the right to increase or decrease quantities purchased with no change to the Unit Bid Price.

** Unit Bid Price shall remain firm through December 31, 2024.

COMPANY or FIRM NAME

BY: _____

DATE: _____

PLEASE COMPLETE THE FOLLOWING:

Pricing is available to political subdivisions in Shawnee County
(Refusal will **not** be a determining factor in award of this contract)

Yes _____ No _____

Please email auditfinance@snco.us if you are experiencing trouble with fillable forms and would like an alternate form.