

SHAWNEE COUNTY  
REQUEST FOR QUOTES

QUOTATION NO.	056-21	VENDOR	_____
DATE MAILED	06-03-21	ADDRESS	_____
CLOSING 2:00 P.M.	06-17-21	PHONE	_____

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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 A NEW 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.

ITEM AND DESCRIPTION

Shawnee County is soliciting sealed bids for the purchase of **Arena Concourse Vomitory Curtains** for use in the newly renovated Stormont Vail Events Center per the following minimum specifications.

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

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paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

NOTE: 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

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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 Request for Quotation, 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 Request for Quotation 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. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

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**CLOSING DATE:** Bids will be received until 2:00 p.m. CDT, on the scheduled closing date. The 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 with his usual signature.

**WITHDRAWAL OF BIDS:** Bids already submitted may be withdrawn 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.

**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.

**REGISTER YOUR COMPANY:** For a *mandatory* pre bid meeting, you have to 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. Please register. This will allow you to receive our bid requests in the future as well.

**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.

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.

Shawnee County reserves the right to procure the equipment from the supplier providing the second best bid if the supplier submitting the best bid is unable to supply the equipment within the timeframe stated.

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If additional information is required, please contact:

**Zach Snethen**, AIA, LEED AP  
Principal

**HTK ARCHITECTS, INC.**

900 S. Kansas Ave, Suite 200 • Topeka, KS 66612

P 785.266.5373 Ext 250 [zjs@htkarchitects.com](mailto:zjs@htkarchitects.com)

### **TECHNICAL SPECIFICATIONS AND ADDITIONAL REQUIREMENTS**

**INQUIRIES:** Vendors may make written inquiries via email to the Project Procurement contact, Zach Snethen, concerning this RFQ to obtain clarification of requirements. Inquiries shall not be accepted after Friday, June 11, 2021.

Any questions or requests for information by interested bidders must be submitted in writing to the Project Procurement Contact, Zach Snethen, preferably by email, and will be posted on the County Purchasing website as a public document for anyone's review.

Telephonic or in-person inquiries shall not be accepted. Vendors shall not contact Events Center staff, Shawnee County Staff, or Board members directly with questions and may not rely on any verbal statements by school staff that alter any specification or other term or condition of the RFQ.

**ADDENDA:** Addenda are written or graphic instruments issued prior to bid receiving which modify or interpret the bidding documents, including specifications, additions, deletions, clarifications, or corrections.

Prior to bid receiving, any Addenda will be posted on the Shawnee County Purchasing website. Bidders shall acknowledge receipt of Addenda on the Bid Form.

**DUE DATE:** In order to be considered, interested vendors must submit proposals including bid form, vendor brochure, and itemized furniture specifications must be submitted by no later than **2pm (CST) on Thursday, June 17th** to the **Shawnee County electronic bid system**. Proposals may be modified or withdrawn by the vendor prior to the Proposal Bid Date set forth in the Schedule of Activities.

**PLEASE NOTE:** You can only upload one document. Please consolidate all of the requirements into one document.

**BID PREPARATION:** A single bid will be received for the purchase of the New Vomitory Curtains and Curtain Tracks. All Bids to be stipulated sum, with no escalation clauses allowed. Bidders will provide a complete package of new curtains and curtain tracks for each item listed in the specifications. All products are specified generically, with overall sizes and design intent described. Vendors will supply their preferred manufacturer to meet all listed furniture specifications. All bids shall include shipping, delivery, and installation.

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**WARRANTY & MAINTENANCE INFORMATION:** The Candidates shall clearly describe to Shawnee County how they propose to guarantee and warranty their products and services. Warranty period shall begin after final acceptance of the items provided, and if appropriate, offer ongoing maintenance services for successive one-year periods thereafter at fixed annual prices. Candidates shall provide a user manual containing all pertinent technical documentation, warranty information, and re-order information to the County upon delivery of the Curtains and Curtain Tracks.

**CURTAIN SPECIFICATIONS (BASIS OF DESIGN):** Basis of Design Curtains and Curtain Tracks are listed and described below. Specifications also include a schedule of Curtains and Tracks.

Provide the following basis of design:

Curtain Fabric:

1. 22oz Black Prism IFR Curtain.
2. Flammability: Conform to NFPA 701, Standard methods for fire tests for flame propagation of textiles and films
3. Curtain shall be custom made to fit the openings indicated.
  - a. Curtains shall have stainless steel grommets spaced no more than 6" apart.
  - b. Side seams and bottom seams are 1" double with center seams also double sewn.
  - c. Curtains are made 15% wider than track size to allow for fullness.
  - d. Curtain length cut to 'kiss the floor' but not drag.
4. Color: Black
5. Single sided. Finished side exposed to arena.
6. Label: Sewn into top hem of each curtain to identify the width of the curtain and curtain number.

Track: H&H 100 Series curtain track

1. 16ga galvanized steel track roll formed to 1-3/4" wide x 2" high
2. Provide in stock length or cut to size.
3. Provide heavy duty carriers fit to track for each grommet.
4. Provide carabineer to connect curtain to carrier and allow for easy removal.

Schedule: Reference curtain schedule below. Supplier to field verify sizes.

Location Map: Reference Attached location map

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**CURTAIN & TRACK SCHEDULE:** Opening sizes noted below are rough opening sizes. Curtain shall be fabricated to fit opening with appropriate fullness. Supplier responsible for final field verification of size. Refer to attached map for locations.

Location	Rough Opening		NOTES
	WIDTH (In Inches)	HEIGHT (In Inches)	
VC1	63	113	
VC2	49	115	
VC3	49	113	
VC4	48.5	114	
VC5	48	113	
VC6	49	113	
VC7	61	113	
VC8	61	95.5	
VC9	49	114	
VC10	60 + 16	112.5	L-shaped track – add 16” return track
VC11	48.5	95.5	
VC12	47.5	112.5	
VC13	49	113.5	
VC14	60	113.5	
VC15	100	95	2-part track with 12” overlap
VC16	91	88.5	2-part track with 12” overlap
VC17	103	102	2-part track with 12” overlap
VC18	91	95.5	
VC19	248	94	3-track staggered with 20” overlap
VC20	336	48	Pocket sleeve on front of riser
VC21	255	174	2-part track on bottom of deck riser beam

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SCHEDULE OF PRICES

Bidding Item	Quantity	Unit Price	Purchase Price (if utilizing any type of discount)	Extension
1. VC: Vomitory Curtains	_____SF	\$	\$	\$
2. Curtain Tracks	_____LF	\$	\$	\$

Total Bid Package: \$ \_\_\_\_\_

Normal fabrication and delivery:

1. Price to fabricate and deliver materials to Stormont Vail Event Center:

\_\_\_\_\_ Ship Date: \_\_\_\_\_

2. Price to fabricate, deliver and install at Stormont Vail Event Center:

\_\_\_\_\_ Install Date: \_\_\_\_\_

Expedited fabrication and delivery to receive by July 5. If not possible indicate no bid:

1. Price to fabricate and deliver materials to Stormont Vail Event Center:

\_\_\_\_\_ Ship Date: \_\_\_\_\_

2. Price to fabricate, deliver and install at Stormont Vail Event Center:

\_\_\_\_\_ Install Date: \_\_\_\_\_

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM(S) (List Addendums Received) \_\_\_\_\_

\_\_\_\_\_  
COMPANY or FIRM NAME

BY \_\_\_\_\_

SHOW PAYMENT TERMS \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

E MAIL \_\_\_\_\_



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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 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 to 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.

- 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.

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