

SHAWNEE COUNTY
REQUEST FOR PROPOSALS

PROPOSAL NO.	080-21	VENDOR	_____
DATE MAILED	09-17-21	ADDRESS	_____
CLOSING 2:00 P.M.	10-15-21	PHONE	_____

THIS IS NOT AN ORDER

1. In communications, always refer to the above proposal 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) in order to receive or submit bids.

ITEM AND DESCRIPTION

Shawnee County is soliciting sealed bids for an exclusive vendor to provide food items and supplies for several Shawnee County Parks + Recreation concession stands and day camps located throughout Shawnee County.

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.

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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 Cash Basis Law (K.S.A. 10-1112 and 10-1113) and 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.

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This Request for Proposal, 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 Proposal 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, 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 County is exempt from the payment of Federal and excise taxes and 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.

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

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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.

If additional information is required, please contact Riley Shafer, Community Events & Amenities Supervisor, at 785-851-6812 or riley.shafer@snco.us.

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SCOPE OF WORK:

Shawnee County is soliciting sealed bids for an exclusive vendor to provide food items and supplies for several Shawnee County Parks + Recreation (SCP+R) concession stands and day camps located throughout Shawnee County.

SCP+R spends over \$250,000 annually for food items and supplies for seasonal operations.

The awarded contract will be for a two (2)-year term with the option of a one (1)-year extension. Prices should be guaranteed for the contract term and/or adjusted and specified based on changes to vendor's wholesale cost plus the agreed upon contractual mark-up percentage. All available rebates will go back to the selected vendor.

MINIMAL REQUIREMENTS

For consideration, all bid responses must include:

1. A complete listing of current items and supplies that vendor offers at corresponding wholesale prices.
 - a. Due to market fluctuation, SCP+R anticipates price changes but requests advance or early written notification as such.
 - b. The submission of an annual listing of current items available and corresponding vendor wholesale prices as of January 1 of the corresponding calendar year throughout the contract term.
2. Guaranteed price(s) and/or percentage above vendor wholesale cost.
 - a. Shawnee County reserves the right to award multiple contracts based on guaranteed food items or supplies pricing or vendor wholesale cost plus mark-up percentage as necessary.
3. Minimum delivery amount.
4. Weekly delivery schedule for the below locations March-October annually.
5. Availability to make multiple deliveries per location per week.
6. Agreement to complete and submit the Shawnee County ACH form to expedite payment of outstanding balances.
7. Ability to provide SCP+R accounts payable staff with emailed copies of invoices within twenty-four (24) hours of product delivery.

COMPANY BACKGROUND

For vendor selection and consideration, all bid responses should include:

1. Firm Profile – Briefly describe your firm and years in business.
2. Local vendor/distributor contact information – For ordering and any service issues.
3. References – Provide names, addresses and telephone numbers or email addresses for at least three (3) recent clients.

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DELIVERY LOCATIONS

NOTE: Aquatic facilities listed below will act as delivery hubs for additional aquatic facilities.

Aquatics:

- | | |
|--|----------------------------|
| 1. Blaisdell Family Aquatic Center | 4201 SW Reinisch Pkwy |
| 2. Midwest Health Aquatic Center | 2201 SW Urish Rd |
| 3. Shawnee North Family Aquatic Center | 300 NE 43 rd St |

Ball Diamonds:

- | | |
|--|----------------------------|
| 1. Bettis Sports Complex | 3025 SE Croco Rd |
| 2. Dornwood | 2500 SE Highland Ave |
| 3. Shawnee County Girls Softball Complex | 3512 SE Leisure Ln |
| 4. Shawnee North Community Ballpark | 300 NE 43 rd St |
| 5. Rueger Park Softball Complex | 2801 S Kansas Ave |

Day Camps:

- | | |
|-----------------------------|----------------------------|
| 1. Back to Nature | 600 SW Zoo Pkwy |
| 2. Camp Connections (Lake) | 3325 SE Tinman Cir |
| 3. Camp Connections (North) | 300 NE 43 rd St |
| 4. CivitanCamp | 4330 SW Conservatory Dr |
| 5. Fun Zone (Central Park) | 1534 SW Clay St |
| 6. Fun Zone (Oakland) | 801 NE Poplar St |
| 7. Passport to Adventure | 4901 SW Shunga Dr |

Other miscellaneous locations:

- | | |
|----------------------------------|----------------------|
| 1. Lake Shawnee Campground | 3435 SE East Edge Rd |
| 2. Gage Park Mini-Train/Carousel | 620 SW Zoo Pkwy |
| 3. Old Prairie Town | 124 NW Fillmore St |

SELECTION PROCESS

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

NOTE: Shawnee County reserves the right to request additional information or clarification on submissions to ensure fulfillment of the project scope and available funding prior to awarding the bid.

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SCHEDULE OF PRICES

Item Being Bid

Markup %

Vendor wholesale cost plus markup percentage _____ %

Guaranteed priced items (Please provide separately with bid.)

TOTAL BID PRICE (Printed in Words) _____

COMPANY or FIRM NAME

BY: _____

DATE: _____

SHOW PAYMENT TERMS _____

SIGNED _____

PRINTED NAME _____

TITLE _____

PHONE _____ 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.