



# SHAWNEE COUNTY REQUEST FOR QUALIFICATIONS (RFQ)

**Quotation Number:** 044-22  
**Date Issued:** 08-22-22  
**Closing Date:** 09-09-2022, 2:00pm

**Vendor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**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 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.

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## **ITEM AND DESCRIPTION**

Shawnee County Board of County Commissioners has authorized the issuance of a "Request for Qualifications" from qualified consulting engineering firms interested in providing professional design services for Shawnee County Bridge Replacement Project S-121059.00: NW 78<sup>th</sup> Street Bridge over Tributary to Halfday Creek

NBI #000890991704120      Shawnee County Bridge OSN 174

## **SCOPE OF WORK**

- ☐ Prepare Concept Plans, Field Check Plans, Utility Field Check Plans, Office Check Plans and Final Plans, Cost Estimates, and Bidding Documents.
- ☐ Prepare Right-of-Way Plans and Legal Documents for the Appraisal and Acquisition of necessary easements. Secure Certificates of Title for those properties from which easements will be appraised and acquired. Provide field survey staking for easements to be appraised and acquired.
- ☐ Prepare a Geotechnical Engineering Report for the substructure elements of the proposed bridge.
- ☐ Prepare and submit all necessary applications for permits required by the Corps of Engineers, State of Kansas Department of Agriculture, Division of Water Resources and any other Federal or State Agency with permitting authority over rivers and streams in the State of Kansas.
- ☐ Assist the Shawnee County Department of Public Works Utility Coordination as defined in the Shawnee County Design Criteria, latest edition.

Plans to be prepared in accordance with KDOT Design Standards for Bridges, latest edition for letting by the Kansas Department of Transportation (KDOT).

**Project Milestones:**

**Project will be ready for Kansas Department of Transportation (KDOT) letting in October 2023 with construction to follow in calendar year 2024.**

Item	Due
Notice to Proceed	September 2022
Concept Plans and Cost Estimates	October 2022
Field Check Plans & Cost Estimate to KDOT / SNCO	December 2022
Field Check Utility Plans to Utility Companies	January 2023
Right-of-Way Plans and Documents to SNCO	January 2023
Permits Submitted to Corps of Engineers & KS DWR	March 2023
Office Check Plans and Cost Estimate to KDOT / SNCO	May 2023
Final Plans, Bidding Documents and Engineers Estimates to SNCO	June 2023
Plans, Specifications & Estimates (PSE) to KDOT Bureau of Local Projects	July 2023
KDOT Bid Letting	October 2023

**CONTENT OF QUALIFICATIONS SUBMITTAL**

**Transmittal Letter.** The transmittal letter is to serve only as the document covering the consultant's proposed qualifications. This letter should provide the name, title, address and telephone number of the firm's official contact person. This individual or his appointed representative shall have the authority to bind the firm and be available to be contacted by telephone or attend interviews if deemed necessary by the selection committee.

**Ability of the firm to design the required improvements.** The firm's qualification statement shall include a brief description of similar projects completed.

**Project Approach.** Provide a brief statement as to the firm's approach to the project as relates to existing conditions, design criteria considerations and design alternatives that may be considered.

**References.** The firm shall include the names, addresses and telephone numbers of cities where similar projects have been completed.

**Key Personnel and Organization.** Personnel assigned to the project shall be identified and their qualifications provided. A resume indicating key relevant experience and knowledge of each person named must be attached to the qualification statement.

**Submittal and Selection Process.** The Shawnee County Selection Committee will review all qualification statements received and make a determination as to the best-qualified firm for each project.

# Structure Inventory & Appraisal (English)

(8) STRUCTURE NO      **000890991704120**      (1) STATE      **20 Kansas**      (4) CITY      **Rural**      (3) COUNTY      **Shawnee**  
 LPA Bridge ID      **OSN 174**      LPA Bridge Name      **NW 78th / Halfday Cr**      (5A) ROUTE ON/UNDER      **Route On Structure**

HBP FUNDING ELIGIBILITY      **Replacement**

IDENTIFICATION				GEOMETRIC DATA			
(5B) ROUTE TYPE			4 County Hwy	(112) NBIS BRIDGE DEFINITION			Long Enough
(5C) SERVICE TYPE			1 Mainline	(49) STRUCTURE LENGTH			29.7 FT
(5D) ROUTE NUMBER	00000	(5E) SUFFIX	0 N/A (NBI)	(48) MAXIMUM SPAN LENGTH			28.3 FT
(6A) FEATURE INTERSECTED			HALFDAY CREEK	(32) ROUTE WIDTH			27.9 FT
(9) LOCATION			6.7N US24 0.2W US75	(51) BRIDGE ROADWAY WIDTH, CURB TO CURB			26.5 FT
(16) LATITUDE			39 ° 11 ' 15.30 "	(52) DECK WIDTH OUT TO OUT			27.0 FT
(17) LONGITUDE			95 ° 43 ' 32.79 "	(50A) LEFT CURB OR SIDEWAY WIDTH			0.0 FT
(2) HIGHWAY AGENCY DISTRICT			District 01 - Topeka	(50B) RIGHT CURB OR SIDEWAY WIDTH			0.0 FT
(98A) BORDER BRIDGE STATE			Not Applicable (P)	(34) SKEW			0.0 °
(98B) BORDER BRIDGE RESPONSIBILITY			%	(47) ROUTE HORIZONTAL CLEARANCE			26.5 FT
(99) BORDER BRIDGE STRUCTURE NO.			-	(10) MIN VERT CLEARANCE OVER ROUTE			99.99 FT
(7) (ROUTE NAME) FACILITY CARRIED			N.W. 78TH. ST. 174	(53) MIN VERT CLEARANCE OVER BRIDGE			99.99 FT
FUNCTIONAL DESCRIPTION				(33) MEDIAN			0 No median
(26) FUNCTIONAL CLASSIFICATION			09 Rural Local	(35) STRUCTURE FLARED			0 No flare
(104) NHS DESIGNATION			0 Not on NHS	(54A) MIN VERT UNDERCLEARANCE REF			N Feature not hwy or RR
(100) STRAHNET DESIGNATION			0 Not a STRAHNET hwy	(54B) MIN VERT UNDERCLEARANCE			0.00 FT
(110) NATIONAL TRUCK NET			0 Not part of natl netwo	(55A) MIN LATERAL UNDERCLEAR REF RT			N Feature not hwy or RR
(12) BASE HIGHWAY NET			Not on Base Network	(55B) MIN LATERAL UNDERCLEAR RT			0.0 FT
(13A) LRS INVENTORY ROUTE		(13B) LRS SUBRTE #		(56) MIN LATERAL UNDERCLEARANCE LEFT			0.0 FT
(11) LRS MILE POINT			0.000 MI	STRUCTURE AND MATERIALS			
(105) FEDERAL LANDS HIGHWAY			0 N/A (NBI)	(45) NUMBER OF MAIN SPANS			1
(20) TOLL			3 On free road	(43B) MAIN SPAN DESIGN TYPE			02-Stringer/Girder
(21) MAINTAINENANCE RESPONSIBILITY			02 County Hwy Agency	(43A) MAIN SPAN MATERIAL TYPE			3 Steel
(22) OWNER			02 County Hwy Agency	KDOT MAIN SPAN MATERIAL TYPE:			3 - 02 : SBMS
(37) HISTORICAL SIGNIFICANCE			5 Not eligible for NRHP	(107) DECK TYPE			6 Corrugated Steel
(101) PARALLEL STRUCTURE			No    bridge exists	(108A) DECK SURFACE			6 Bituminous
(103) TEMPORARY STRUCTURE			Unknown (NBI)	(108B) MEMBRANE			0 None
AGE AND SERVICE				(108C) DECK PROTECTION			None
(29) AVERAGE DAILY TRAFFIC			150	(46) NUMBER OF APPROACH SPANS			0
(109) AVERAGE DAILY TRUCK TRAFFIC			0 %	(44B) APPROACH SPAN DESIGN TYPE			Unknown (P)
(30) YEAR OF ADT			2022	(44A) APPROACH SPAN MATERIAL TYPE			Unknown (NBI)
(27) YEAR BUILT			1968	KDOT APPROACH SPAN MATERIAL TYPE:			
(106) YEAR REHABILITATED			1999	CONDITION			
(102) ONE WAY OR TWO WAY TRAFFIC			2 2-way traffic	(58) DECK CONDITION RATING			6
(42A) SERVICE ON THE BRIDGE			1 Highway	(59) SUPERSTRUCTURE CONDITION			4
(42B) SERVICE UNDER THE BRIDGE			5 Waterway	(60) SUBSTRUCTURE CONDITION			6
(28A) LANES ON ROUTE			2	(62) CULVERT CONDITION			N
(28B) LANES UNDER ROUTE			0	(61) STREAM STABILITY / CHANNEL			7
(19) BYPASS DETOUR LENGTH			1.9 MI	NBI BRIDGE CONDITION (G/F/P)			Poor
POSTING				APPRAISAL			
(41) POSTING STATUS			A Open, no restriction	DEFICIENCY STATUS			Structurally Deficient
JUSTIFICATION			Posted for load	(72) BRIDGE ROUTE ALIGNMENT			8
TYPE			R12-5 & EV	(71) WATERWAY ADEQUACY			6
STATUS			Posting signs in place	(113) SCOUR VULNERABILITY			5
R12-1			Grs Wt: N/A	(67) STRUCTURAL EVALUATION			4
R12-5	Sgl Unit: 22	2-Unit: 37	3-Unit: 43	(68) DECK WIDTH APPRAISAL			5
EMERGENCY VEH	Sgl Axle: 16	Tdm Axle: 20	EV Gross Wt: 27	(69) HORIZ. UNDERCLEARANCE APPRAISAL			N
LOAD RATING				SUFFICIENCY RATING			46.90
(66) INVENTORY LOAD (tons) or RATING FACTOR (RF)			15.8 tons	(36A) BRIDGE RAILS			0
(64) MAXIMUM LOAD (tons) or RATING FACTOR (RF)			26.4 tons	(36B) RAIL TRANSITIONS			0
(31) DESIGN LOAD			2 M 13.5 (H 15)	(36C) APPROACH GUARDRAILS			0
(65) INVENTORY LOAD RATING METHOD			1 LF Load Factor (tons)	(36D) APPROACH GUARDRAIL ENDS			0
(63) OPERATING (MAX) LOAD RATING METHOD			1 LF Load Factor (tons)	NAVIGATION DATA			
(70) POSTING REQUIREMENTS			1 30.0-39.9%below	(38) NAVIGABLE WATERWAY			Permit Not Required
SCHEDULE				(39) NAVIGATION VERTICAL CLEARANCE			FT
(90) ROUTINE INSPECTION DATE			01/11/2022	(40) NAVIGATION HORIZONTAL CLEARANCE			FT
(91) ROUTINE INSPECTION FREQUENCY			24 MO	(111) SUBSTRUCTURE NAV PROTECTION			Unknown (NBI)
(92) CRITICAL FEATURE INSPECTION:			(93) INSP DATE	(116) MIN NAV VERT CLEAR VERT LIFT BRIDGE			FT
A) FRACTURE CRITICAL	N	MO	A)	PROPOSED IMPROVEMENTS			
B) UNDERWATER INSP	N	MO	B)	(75A) TYPE OF WORK			Not Applicable (P)
C) SPECIAL INSP	N	MO	C)	(75B) WORK BY			Unknown (NBI)
				(76) IMPROVEMENT LENGTH			FT
				(94) BRIDGE COST			
				(95) ROADWAY COST			
				(96) TOTAL COST			
				(97) COST ESTIMATE YEAR			
				(114) FUTURE ADT			150
				(115) FUTURE ADT YEAR			2040

## Structure Inventory & Appraisal (English)

(8) STRUCTURE NO	000890991704120	(1) STATE	20 Kansas	(4) CITY	Rural	(3) COUNTY	Shawnee
LPA Bridge ID	OSN 174	LPA Bridge Name	NW 78th / Halfday Cr		(5A) ROUTE ON/UNDER	Route On Structure	
						HBP FUNDING ELIGIBILITY	Replacement

### NOTES

STRUCTURE NOTES A Special Inspection and Load Rating was performed as a part of the Multi-year Kansas Local Bridge Rating Program (KDOT Project No. 106 C-4505-20). As a part of the program NBI condition ratings were verified and updated if necessary, load rating data was updated accordingly, and basic NBI data was reviewed and updated where needed. See the Load Rating Report for load rating calculations and special inspection notes.

INSPECTION  
NOTES

ROADWAY NOTES -

POSTING NOTES Posted 22-37-43 Tons and 16-20-27 Tons on 12/27/2021 per KLBRP ratings.

## **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 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 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. 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.

## **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 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), 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 RFQ, 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 RFQ 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 sub-section (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:**

Michele Hanshaw, Purchasing Specialist

e-mail: [Michele.Hanshaw@snco.us](mailto:Michele.Hanshaw@snco.us) phone: (785) 251 – 4039

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

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