



SHAWNEE COUNTY

REQUEST FOR QUOTES (RFQ)

Quotation Number: 049-2022 **Vendor Name:** _____
Date Issued: 09-09-2022 **Address:** _____
Closing Date: 09/27/2022, 2:00pm **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 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 bid requests.

ITEM AND DESCRIPTION

Shawnee County is soliciting bids for painting pool basins at 3 locations per the following minimum specifications.

SCOPE OF WORK:

Shawnee County Parks + Recreation (SCP+R) is soliciting sealed bids for repairs, preparation and painting the pool basins at multiple locations, per the following minimum specifications.

A non-mandatory pre-bid meeting will be held at the Hillcrest Aquatic Center, 1800 SE 21st Street on Tuesday, September 20 at 10:00 AM.

SITE EVALUATION:

Bidders are required to visit/evaluate all locations to verify the area for painting and extent of needed repairs prior to submitting a proposal. Failure to adequately inspect the premises shall not relieve the vendor from furnishing requested goods and services without additional cost to the County. Submission of a quote shall be construed as evidence that the vendor has made necessary examination, inspection and investigation and is able to meet or exceed the conditions and standards contained within this RFQ.

All locations will be open and available for inspections on Monday, September 19 between the hours of 08:00 am and 12:00 pm. Additional inspection days may be arranged by contacting Scott Terry, Park Supervisor at 785-251-6962 or scott.terry@snco.us.

LOCATIONS:

1. Hillcrest Aquatic Center, 1800 SE 21st Street, Topeka, KS 66607
 - a. Approximately 7,250 square foot floor area.
 - b. See overhead map and pictures (Attachments A1-A5).
2. Rossville Community Swimming Pool, 714 Main Street, Rossville, KS 66533
 - a. Approximately 4,375 square foot floor area.
 - b. See overhead map and pictures (Attachments B1-B6).
3. Garfield Pool, 1600 NE Quincy Street, Topeka, KS 66608
 - a. Approximately 5,045 square foot floor area.
 - b. See overhead map and pictures (Attachments C1-C5).

COATING ANALYSIS:

SCP+R contracted Tnemec Company, Inc. to perform a coating analysis at each location. The results of the analysis' are provided on the attached documents.

1. Hillcrest Aquatic Center Analysis: Attachment D1
2. Rossville Community Swimming Pool Analysis: Attachment D2
3. Garfield Pool Analysis: Attachment D3

PART 1 - GENERAL

1.1 REFERENCES

- A. This Section contains references to the governing standards and documents listed below. They are a part of this Section as specified and modified; the current version shall apply unless otherwise noted. In case of conflict between the requirements of this section and those of the listed documents, the more stringent of the requirements shall prevail.
- B. ASTM International (ASTM):
 1. ASTM D 16 - Terminology Relating to Paint, Varnish, Lacquer, and Related Products.
- C. NACE International (NACE):
 1. NACE 6 - Surface Preparation of Concrete.
- D. SSPC: The Society of Protective Coatings (SSPC):
 1. SSPC-SP 13 - Surface Preparation of Concrete
- E. International Concrete Repair Institute (ICRI):
 1. International Concrete Repair Institute (ICRI) Guideline No. 03732 - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.
- F. Unless otherwise specified, references to documents shall mean the documents in effect at the time of receipt of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents, the last version of the document before it was discontinued.

1.2 DEFINITIONS

- A. Definitions of Painting Terms: ASTM D 16, unless otherwise specified.
- B. Dry Film Thickness (DFT): Thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.3 SUBMITTALS

- A. Submit for approval prior to commencing any work:
 - 1. Manufacturers data sheets on each product to be used, including:
 - a. Preparation instructions and recommendations.
 - b. Storage and handling requirements and recommendations.
 - c. Installation methods.
 - d. Operation and maintenance data.
 - e. Submit manufacturer's Safety Data Sheets (SDS) and other safety requirements.
- B. Shop Drawings:
 - 1. Submit a complete list of products proposed for use, including identifying product names and catalog numbers.
 - a. Arrange in same format as Schedule of Finishes.
 - b. Include applicable manufacturer's data and recommendations.
- C. Selection Samples: For each finish product specified, provide two complete sets of color chips representing manufacturer's full range of available colors.
- D. Manufacturer's Certificates: Provide a letter certifying products specified meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Provide products from a company specializing in manufacture of high-performance epoxy coatings with a minimum of ten (10) years' experience.
 - 1. Materials shall be products of a single manufacturer or items standard with manufacture of specified coating materials.
 - 2. Submit manufacturer's certification that coatings comply with specified requirements and are suitable for intended application.
- B. Applicator's Qualifications: Engage a single installer approved by the manufacturer with a minimum of three (3) years' experience in the application of protective coatings with documented skill and successful experience in the installation.
- C. Single-Source Responsibility:
 - 1. Materials shall be products of a single manufacturer or items standard with manufacturer of specified coating materials.
 - 2. Provide secondary materials which are produced or are specifically recommended by coating system manufacturer to ensure compatibility of system.
- D. Regulatory Requirements: Conform to applicable codes and ordinances for flame, fuel, smoke and volatile organic compounds (VOC) ratings requirements for finishes at time of application.
- E. Pre-Installation Meeting: Conference between Owner and Contractor will be scheduled following bid award and prior to commencement of work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: All coatings shall be properly prepared by the manufacturer and delivered to the site for field painting in the original, unbroken containers with manufacturer's label plainly printed thereon clearly identifying:
 - 1. Coating or material name.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Batch or lot number.
 - 5. Date of manufacture.
 - 6. Mixing and thinning instructions.
- B. Storage:
 - 1. Store materials in a clean, dry area and within temperature range in accordance with manufacturer's instructions.
 - 2. Keep containers sealed until ready for use.

3. Flammable coatings must be stored to conform to City, County, State and Federal safety codes for flammable coatings or paint materials.
 4. At all times, coatings shall be protected from freezing.
 5. Do not use materials beyond manufacturer's shelf life limits.
- C. Handling: Protect materials during handling and application to prevent damage or contamination.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather:
1. Air and surface temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above the dew point.
 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
 5. Wind: Do not spray coatings if wind velocity is above manufacturer's recommended limit.
- C. Ventilation: Provide ventilation during coating evaporation stage in confined or enclosed areas in accordance with manufacturer's instructions.
- D. Dust and Contaminants:
1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

1.7 WARRANTY

- A. Manufacturer's Warranty: Coating manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year, from date of conditional acceptance. Provide associated warranty certificate.
- B. Applicator's Warranty: Applicator shall warranty the installed protective lining system as free from material and workmanship defects for a minimum period of one (1) year. Provide associated warranty certificate.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Products specified are manufactured by Tnemec Company, Inc., Kansas City, MO and are specified as a standard of quality.
- B. Contractor may bid alternate products/manufacturers with SCP+R approval provided products meet the Quality Assurance standards provide in section 1.4 above.

2.2 MATERIALS

- A. Compatibility: Provide field primers and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2.3 COATING SYSTEMS FOR SWIMMING POOLS

A. Swimming Pool Floor & Walls – **Hillcrest Aquatic Center & Garfield Pool**

1. System Type: Polyamide Epoxy/Polyamide Epoxy/Polyamide Epoxy
2. Surface Preparation: Full Abrasive Blast – Abrasive blast in accordance with SSPC-SP13 to remove all existing coatings and contaminates and provide a minimum surface profile of CSP-3. Degrease and pressure wash the substrate to ensure a clean surface prior to coating.
3. Concrete Patching/Crack Filling: Series 215 Surfacing Epoxy as needed to repair damaged areas of substrate up to 1/4" deep.
4. Prime Coat: Series 161 Tneme-Fascure , applied at 200 square feet per gallon.
 - a. Prime Coat Color: Selected by Owner
5. Intermediate Coat: Series 161 Tneme-Fascure , applied at 200 square feet per gallon.
 - a. Intermediate Coat Color: Selected by Owner
6. Finish Coat: Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
 - a. Finish Coat Color: Selected by Owner
7. Lane Markers & Targets: Two coats of Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
 - a. Lane Markers & Targets Color: Selected by Owner
8. System Note:
Provide non-skid surface on ramps, submerged steps, and pool floors 30 inches deep and shallower. Broadcast dry 50-mesh white silica sand in intermediate coat at a rate of 5-pounds per gallon of paint used. Owner approval of surface texture is recommended prior to application.

B. Swimming Pool Floor & Walls – **Rossville Community Swimming Pool**

1. System Type: Polyamide Epoxy/Polyamide Epoxy
2. Surface Preparation: Brush Off Blasting – Brush blast a clean dry surface, free from oil, grease, lose coatings and other contaminants such as chalk by compressed air nozzle blasting, centrifugal wheels or other specific method to create a uniformly abraded surface to provide a profile comparable to 80-100 grit sandpaper. Feather all sharp edges where previous loose coatings were removed. Degrease and pressure wash the substrate to ensure a clean surface prior to coating.
3. Concrete Patching/Crack Filling: Series 215 Surfacing Epoxy as needed to repair damaged areas of substrate up to 1/4" deep.
4. Prime Coat: Series 161 Tneme-Fascure , applied at 200 square feet per gallon.
 - a. Prime Coat Color: Selected by Owner
5. Finish Coat: Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
 - a. Finish Coat Color: Selected by Owner
6. Lane Markers & Targets: Two coats of Series 161 Tneme-Fascure, applied at 200 square feet per gallon.
 - a. Lane Markers & Targets Color: Selected by Owner
7. System Note:
 - a. Provide non-skid surface on ramps, submerged steps, and pool floors 30 inches deep and shallower. Broadcast dry 50-mesh white silica sand in prime coat at a rate of 5-pounds per gallon of paint used. Owner approval of surface texture is recommended prior to application.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions under which coating systems are to be applied.
- B. Notify Owner of areas or conditions not acceptable.
- C. Do not begin surface preparation or application until unacceptable areas or conditions have been corrected.

- D. Do not begin installation until substrates have been properly prepared.

3.2 **PREPARATION**

- A. Protection of areas not scheduled to be coated:
 - 1. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
 - 2. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
 - 3. Remove gutter drain covers to provide access to the gutter ledges for preparation and painting. Re-install after painting is completed.
- B. Surface Preparation: Full Abrasive Blast or Brush Blast as noted. All sand and debris shall be cleaned up and disposed of offsite by the contractor.
- C. Strip existing caulking from all seams. Note: Re-caulking should be done after the new coating systems have been installed to prevent cracking/flaking of the coating at seams.

3.3 **APPLICATION**

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
- C. Keep containers closed when not in use to avoid contamination.
- D. Do not use mixed coatings beyond pot life limits.
- E. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- F. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- G. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.
- H. Stripe paint with brush critical locations on steel, such as welds, corners, and edges using specified primer.

3.4 **REPAIR AND CAULKING**

- A. Materials and Surfaces Not Scheduled to be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair of damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.
- D. Re-caulk all seams and joints with caulking material rated for continuous immersion and chlorine exposure up to the appropriate parts per million. Do not caulk prior to coating system installation.

3.5 **CLEANING**

- A. Remove temporary coverings and protection of surrounding areas and surfaces.

3.6 **PROTECTION OF COATING SYSTEMS**

- A. Protect surfaces of coating systems from damage during construction.
- B. Touch-up, or repair damaged products before substantial completion.

END OF SECTION 09 96 00

RFQ SUBMITTALS:

- A. Schedule of Prices:
 - a. Total Bid Price to include all products and labor for the preparation, execution and clean-up per location.
- B. Proposed Timeline: Project(s) will be scheduled for the fall of 2022 and shall be completed no later than 04/29/23.
- C. Paint Color: Contractor shall provide color samples or a color chart in their response. Colors will be determined by SCP+R.

RESPONSES SHOULD INCLUDE:

- A. Firm Profile – Briefly describe your firm, indicating its size and years in business.
- B. Staff Assignments – Provide vendor contact communications information.
- C. References – Provide names, addresses, telephone numbers and/or email addresses of appropriate contact persons for at least three (3) recent clients.
- D. Firm's Experience – Describe your firm's experience providing the requested service(s).
- E. A listing of all subcontractors and corresponding previous project experience.

Attachment A1 – Hillcrest Aquatic Center



Attachment A2 – Hillcrest Aquatic Center



Attachment A3 – Hillcrest Aquatic Center





Attachment A5 – Hillcrest Aquatic Center



Attachment B1 – Rossville Community Swimming Pool



Attachment B2 – Rossville Community Swimming Pool



Attachment B3 – Rossville Community Swimming Pool



Attachment B4 – Rossville Community Swimming Pool



Attachment B5 – Rossville Community Swimming Pool



Attachment B6 – Rossville Community Swimming Pool



Attachment C1 – Garfield Pool



Attachment C2 – Garfield Pool



Attachment C3 – Garfield Pool



Attachment C4 – Garfield Pool



Attachment C5 – Garfield Pool



TNEMEC COMPANY, INC.
Technical Service Department

101 West 26th Avenue North Kansas City, MO 64116 TEL: 816-474-3400 FAX: 816-326-4332 www.tnemec.com



Date: August 26, 2022
To: Kyle Long (039/043)
From: Ashton Rabbe
Subject: Hillcrest Pool – Topeka, KS
Activity: Overcoat Analysis **Customer:**
Hillcrest Pool – Topeka, KS

Tnemec Technical Service Preliminary Research Summary

PURPOSE / BACKGROUND INFORMATION

The samples you have submitted are reported to represent the coating system on the concrete at the Subject location. You have requested total number of layers, dry film thickness measurements (DFT) and generic identification of each layer for the submitted samples.

ANALYSES

Microscopic examination and Fourier Transform Infrared Spectrometry (FTIR) were performed on the submitted samples.

Sample 1: (Pool Body Basecoat)

Microscopic Examination:

- The sample appeared to be three layers with blue spots of material around the second layer.
- The white back layer measured an average DFT of 12.0 mils.
- The tan second layer measured an average DFT of 5.0 mils.
- The beige front layer measured an average DFT of 3.0 mils.

FTIR Analysis:

- The white back layer appeared to be polyamide epoxy.
- The blue spots of material appeared to be polyamide epoxy.
- The tan second layer appeared to be polyamide epoxy.
- The beige front layer appeared to be polyamide epoxy.

Sample 2: (Pool Body Topcoat)

Microscopic Examination:

- The sample appeared to be two layers.
- The white back layer measured an average DFT of 10.4 mils.
- The beige front layer measured an average DFT of 1.9 mils.

FTIR Analysis:

- The white back layer appeared to be polyamide epoxy.
- The beige front layer appeared to be polyamide epoxy

If other information becomes available, or if other forms of assistance are required, please let us know.

Best Regards,



Ashton Rabbe
Product Resource Representative – StrataShield Tnemec Co.,
Inc.

Information, suggestions, and opinions in this report are based upon what is conveyed from the Painting Contractor/General Contractor/Architect/Engineer/Owner/Tnemec Representative; including but not limited to, the Analytical Analyses of the samples Tnemec receives from the Subject Project/Representatives. Therefore, the comments contained herein may or may not be pertinent to and reflective of all aspects of the Project.

TNEMEC COMPANY, INC.
Technical Service Department

101 West 26th Avenue North Kansas City, MO 64116 TEL: 816-474-3400 FAX: 816-326-4332 www.tnemec.com



Date: August 26, 2022
To: Kyle Long (039/043)
From: Ashton Rabbe
Subject: Rossville Pool – Topeka, KS
Activity: Overcoat Analysis **Customer:**
Rossville City – Topeka, KS

Tnemec Technical Service Preliminary Research Summary

PURPOSE / BACKGROUND INFORMATION

The sample you have submitted is reported to represent the coating system on the concrete at the Subject location. You have requested total number of layers, dry film thickness measurements (DFT) and generic identification of each layer for the submitted sample.

ANALYSES

Microscopic examination and Fourier Transform Infrared Spectrometry (FTIR) were performed on the submitted sample.

Sample: (Pool Body)

Microscopic Examination:

- The sample appeared to be two layers.
- The white back layer measured an average DFT of 9.6 mils.
- The beige front layer measured an average DFT of 5.4 mils.

FTIR Analysis:

- The white back layer appeared to be polyamide epoxy.
- The beige front layer appeared to be epoxy.

If other information becomes available, or if other forms of assistance are required, please let us know.

Best Regards,

Ashton Rabbe
Product Resource Representative – StrataShield
Tnemec Co., Inc.

Attachment D3: Garfield Analysis

TNEMEC COMPANY, INC.
Technical Service Department

101 West 26th Avenue North Kansas City, MO 64116 TEL: 816-474-3400 FAX: 816-326-4332 www.tnemec.com



Date: August 26, 2022
To: Kyle Long (039/043)
From: Ashton Rabbe
Subject: Garfield Pool – Topeka, KS
Activity: Overcoat Analysis
Costumer: Garfield Pool – Topeka, KS

Tnemec Technical Service Preliminary Research Summary

PURPOSE / BACKGROUND INFORMATION

The samples you have submitted are reported to represent the coating system on the concrete at the Subject location. You have requested total number of layers, dry film thickness measurements (DFT) and generic identification of each layer for the submitted samples.

ANALYSES

Microscopic examination and Fourier Transform Infrared Spectrometry (FTIR) were performed on the submitted samples.

Sample 1: (Pool Body Topcoat)

Microscopic Examination:

- The sample appeared to be two layers with dirt between the front and the back.
- The white back layer measured an average DFT of 9.4 mils.
- The white front layer measured an average DFT of 12.0 mils.

FTIR Analysis:

- The white back layer appeared to be acrylic.
- The white front layer appeared to be polyamide epoxy.

Sample 2: (Pool Trim)

Microscopic Examination:

- The sample appeared to be two layers with dirt between the front and the back.
- The blue back layer measured an average DFT of 15.4 mils.
- The blue front layer measured an average DFT of 15.6 mils.

FTIR Analysis:

- The blue back layer appeared to be acrylic.
- The blue front layer appeared to be polyamide epoxy.

Information, suggestions, and opinions in this report are based upon what is conveyed from the Painting Contractor/General Contractor/Architect/Engineer/Owner/Tnemec Representative; including but not limited to, the Analytical Analyses of the samples Tnemec receives from the Subject Project/Representatives. Therefore, the comments contained herein may or may not be pertinent to and reflective of all aspects of the Project.

Sample 3: (Pool Body Basecoat)

Microscopic Examination:

- The sample appeared to be one layer.
- The white sample measured an average DFT of 12.0 mils.

FTIR Analysis:

- The white sample appeared to be acrylic.

If other information becomes available, or if other forms of assistance are required, please let us know.

Best Regards,



Ashton Rabbe
Product Resource Representative – StrataShield
Tnemec Co., Inc.

Information, suggestions, and opinions in this report are based upon what is conveyed from the Painting Contractor/General Contractor/Architect/Engineer/Owner/Tnemec Representative; including but not limited to, the Analytical Analyses of the samples Tnemec receives from the Subject Project/Representatives. Therefore, the comments contained herein may or may not be pertinent to and reflective of all aspects of the Project.

SCHEDULE OF PRICES

<u>Item Being Bid</u>	<u>TOTAL BID PRICE</u>
Hillcrest Aquatic Center Pool Basin Prep and Painting	\$ _____
Rossville Community Swimming Pool Pool Basin Prep and Painting	\$ _____
Garfield Pool Pool Basin Prep and Painting	\$ _____

COMPANY or FIRM NAME

BY: _____

DATE: _____

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 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:

Michele Hanshaw, Purchasing Specialist

e-mail: 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 _____