



SHAWNEE COUNTY REQUEST FOR QUOTES (RFQ)

Quotation Number: 057-22 **Vendor Name:** _____
Date Issued: 10-25-2022 **Address:** _____
Closing Date: 11-08-2022, 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 the Trade Services of painting, carpentry and light construction, per the following minimum specifications.

Contract trades on an hourly time basis. The services include, but may not be limited to, carpentry, construction and painting. The services required are to be located at any and all facilities/structures owned or operated by Shawnee County.

Intent - It is the intent of this bid proposal to establish a firm fixed pricing agreement(s) that can be utilized by all Shawnee County Departments and Divisions. The Term of the agreement is for twelve (12) months and may be extended by mutual consent of all parties under the same terms and conditions for an additional twelve months. The service sites will vary, by using Department or Division, but will be within Shawnee County.

Services - Services are roughly defined within the carpentry/construction, and painting trades. The services are to be performed to the standards and codes per the City of Topeka and/ or Shawnee County regulating the appropriate trades. All work must be compliant with city code and will be inspected by the staff of Shawnee County and/or the City of Topeka Building Inspection Division.

Carpentry/construction to include wood, steel, masonry, siding and drywall repairs as well as minor construction projects such as wall, door and window installations.

Painting includes brush, roller and spray applications including surface preparation and minor/cosmetic repairs to applicable surfaces.

Contractor's employees may be required to display and wear photo identification while performing services under the resulting agreement.

Contractor's vehicles, toolboxes and employees may be subject to search upon entrance or exit of Shawnee County facilities to perform work.

Repairs - All repairs, retrofits and/or replacements must be performed to meet all applicable codes, laws, and regulations. Work performed may be turnkey or any portion thereof including removal, installation and alignment at the Shawnee County site. During normal conditions, completion of work assignments must occur within eight (8) working days of the receipt of the work order. The authorized County employee may extend the time limits for good cause by written authorization.

Due to the nature of services that Shawnee County provides to its residents and due to the various types of public emergencies that can arise, Shawnee County may occasionally require emergency repairs. Emergency repairs must be in progress within two (2) hours after authorization.

Hours of Service – Regular hours shall be eight working hours per day between 7:00 AM to 5:00 PM, Mondays through Friday. Work may continue past a normal eight- (8) hour work shift, if needed. However, Shawnee County will not authorize overtime in instances where the work can wait until the next working day. Overtime hours shall be when an employee works beyond regularly scheduled hours, Mondays through Fridays, and then only when conditions warrant working overtime; and all hours, Saturdays and Sundays and official county holidays.

Subcontracting – No subcontracting of the work or subcontracting for other trades under this contract will be allowed without seeking and obtaining written permission of the Facilities Management Director or their authorized designee.

Response Times – The Contractor must respond to the requested jobsite within 24 hours of a request for service by an authorized County employee. When emergency service is requested by Shawnee County, anytime, the Contractor must respond to the jobsite within two (2) hours of the call. Contractor agrees to provide service promptly, on a one-for-one basis without additional costs to Shawnee County. Shawnee County defines "prompt" service, repair or replacement to be within twenty-four (24) hours after notification by an authorized County employee.

Materials - All materials supplied under the agreement resulting from this bid shall be new, unused, of recent manufacture, and suitable for their intended purpose. Materials and parts shall be charged to the County at Contractor's cost plus percentage of markup listed on the bid response page. Contractor must provide proof of cost with all invoices that list parts and materials charges.

Qualifications – Prospective bidders must prove to the Contracts and Procurement Division that they are duly qualified and capable to fulfill and abide by the requirements listed herein. Bidders and Bidders' Employees shall hold or obtain Code Required Trade licenses and necessary bonding and insurance.

INSURANCE

Minimum limits of insurance required to be in effect and maintained by the Contractor under this specification shall be not less than the amounts herein set forth. Insurance carrier shall also certify that the coverage of the Contractor is extended to the Owner as an added named insured.

A. Statutory Worker's Compensation as required by the labor laws, employee's liability \$500,000.

B. Contractor's Protective Liability, Bodily Injury - \$500,000 each occurrence, Property damage - \$100,000 each occurrence, Property damage - \$100,000.

C. The above-required insurances shall be maintained and enforced throughout the contract period. Insurer shall notify the owner 10 days in advance of any cancellation or change in insurance contract.

D. Three copies of the aforementioned insurances shall be required from the successful bidder. Certificates of Insurance will not be accepted unless the insurer is authorized by the Kansas Commissioner of Insurance to do business in Kansas.

A. The Contractor shall provide a warranty to include at a minimum, but not limited to the following:

1. In addition to any other warranties in this contract, the Contractor warrants that all work and products supplied under this contract conforms to the contract requirements and is free from any defect in workmanship, equipment, material, or design furnished by the Contractor.

2. The Contractor shall remedy at the Contractor's expense any non-conforming or defective products or work. In addition, the Contractor shall remedy at Contractor's expense any damage to real or personal property owned by Shawnee County when that damage is the result of a defect of products furnished.

3. This warranty shall continue for a period of one (1) year from date of acceptance of products and work by Shawnee County.

4. Shawnee County staff shall notify the Contractor, within a reasonable time, after the discovery of any failure, defect or damage.

5. If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair or otherwise remedy the defect, failure or damage at the expense of the Contractor.

6. This warranty shall not include failures attributable to accident, fire or negligence on the part of operating personnel/end user.

B. With respect to all warranties, expressed or implied, from manufacturers or suppliers for materials furnished under this agreement, the Contractor shall:

1. Obtain all warranties that would be obtained in normal commercial practice.
2. Enforce all applicable warranties.

SCHEDULE OF PRICES

<u>Services Requested</u>		<u>Hourly Rate</u>
Carpentry/Construction	7:00 am to 5:00 pm	\$ _____
	After hours	\$ _____
	% of markup over supplies	\$ _____
Painting	7:00 am to 5:00 pm	\$ _____
	After hours	\$ _____
	% of markup over supplies	\$ _____

_____	BY: _____
COMPANY or FIRM NAME	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. The portal will automatically send you bid requests for those items/services 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 phone: (785) 251 – 4039

The undersigned agrees with all terms and conditions stated above:

Signature _____

Printed Name _____

Title _____

Email Address _____

Phone Number _____