



SHAWNEE COUNTY REQUEST FOR QUOTES (RFQ)

Quotation Number: 059-22 **Vendor Name:** _____
Date Issued: 10-31-2022 **Address:** _____
Closing Date: 11-15-2022, 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.

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 Parks + Recreation (SCP+R) is soliciting sealed bids for playground safety surfacing, per the following minimum requirements.

All proposals will adhere to the specifications and requirements as set forth in the scope of work. The amount of work done will vary from year to year depending on surfacing needs and availability of funds.

CONTRACT TERM

The contract term will be for three (3) years after signing with option to renew for additional two (2) years.

RESPONSES SHOULD INCLUDE:

1. Firm Profile – Briefly describe your firm, indicating its size and years in business.
2. Staff Assignments – Provide vendor contact communications information.
3. Guidelines – Exclusively-selected vendor must comply with all local, state and federal guidelines and regulations.
4. References – Provide names, addresses, telephone numbers and/or email addresses of appropriate contact persons for at least three (3) recent clients.
5. Firm's Experience – Describe your firm's experience providing the requested service(s).
6. Literature and color selection chart.

7. Warranty information.

SPECIFICATIONS AND RESPONSIBILITIES

SCP+R is seeking a playground safety surface including sub-base preparation that offers the best combination of user safety, ADA accessibility, low maintenance and extended product life for the allowable annual budget. Bidders may offer multiple options including pro's, con's and warranties offered of the recommended surface types. SCP+R will choose the winning bidder based on safety surfacing material chosen, bidder references and pricing.

Safety Surface Considerations

1. Poured-In-Place Rubber (PIP)
2. Bonded Rubber utilizing only premium rubber materials, like EPDM, SBR and natural materials guaranteed to be free of wire, wood and other contaminants
3. Synthetic Turf with an impact attenuating pad designed for high use public park and public school playgrounds and play areas
4. Rubber Tile

County Responsibilities

1. SCP+R shall provide location details including map and specifications for each resurfacing project.
2. SCP+R shall provide material for crowd control.
3. SCP+R will backfill area around completed mat.

Contractor Responsibilities

1. Contractor shall provide all necessary materials, labor, tools and equipment to perform the work for the installation of the selected playground surfacing.
2. Contractor will meet with the assigned SCP+R staff member to determine area and depths required of individual jobs and provide firm cost before work begins.
3. Material deliveries and storage will be Contractor responsibility.
4. Contractor shall provide a concrete, asphalt, D.O.T. certified compacted crushed stone or compacted angular stone sub-base preparation appropriate to the safety surfacing utilized as well as all prep work necessary allowing for sub-surface drainage. The sub-base should be appropriate to and as recommended by manufacturer of the safety surface utilized.
5. Mat surface shall follow ADA guidelines and allow for wheelchair accessibility.
6. ASTM E303 Skid Resistance testing.
7. SCP+R prefers a minimum five-year warranty on materials and workmanship to include complete compliance with ASTM standards during the warranty period. Please include all warranty information offered.
8. Contractor shall clean the jobsite of excess materials.
9. Within one (1) year of installation, mat shall be tested by contractor with a Triax Surface Impact Tester (or other ASTM approved tester) to ensure that the finished product complies with ASTM 1292-99 standards. If found that the surface does not comply with ASTM 1292-99 standards, it will be the Contractors responsibility to remedy until standards are met without additional cost to the County.

TECHNICAL SPECIFICATIONS

Safety surfaces must meet guidelines established by the Americans with Disabilities Act (ADA), the US Consumer Product Safety Commission (SPSC) and meet ASTM 1292-99 Test Criteria.

1. Materials Description: The finished surface shall be porous, and capable of being installed at varying thickness to comply with Critical Fall height requirements of playground equipment installed in conjunction with the surface.
2. Standard colors available to choose from shall be Beige, Green, Blue, Black and Terra Cotta or equivalent.
3. Binders shall contain no TOI Monomers and be capable of excellent weathering and binding characteristics.
4. Finish texture should be slip resistant, smooth and even.
5. Installation must follow the manufacturer's instructions for the selected safety surfacing utilized.

WASTE TIRE GRANT

SCP+R may utilize the Kansas Department of Health and Environment Waste Tire Grant for safety surfacing projects. Eligible projects include no less than 50% waste tire material by weight, unless composed of other recycled material. Waste-tire-derived products are supported over alternative products for playground applications because it is a durable product; it provides increased fall protection and it inhibits mold, weed and fungus growth. In addition, it is a proven method of managing waste tires in an environmentally responsible manner.

Contractor shall identify if the product bid on this RFQ qualifies for Waste Tire Grant consideration based on KDHE's grant requirements.

DELIVERY AND PRICING

1. Bid price should include freight. ALL PRICES FOB DESTINATION.
2. We intend to create a preventative maintenance program for wear layer renewal and repairs to allow for longer life of play surface. Please include preventative and routine maintenance instructions and pricing:
 - a. For Poured-In-Place Rubber surface types, please include price per square foot of repair/maintenance overlay of wear layer.
 - b. For Rubber Tile surface types, please include price per square foot for replacement/maintenance of tiles.
 - c. For any other surface type, please indicate price per square foot for necessary maintenance.

SCHEDULE OF PRICES

Complete the below chart to indicate your bid amount in the appropriate space. Price is Per Installed Sq. Ft. per individual project. If bidding multiple surfacing types, please fill out one Schedule of Prices for each type.

Surface Type: _____

ITEM A:

Surface Square Footage		Up to 3' fall height	Up to 6' fall height
801-1700 sf	50/50 Color		
1701-3500 sf	50/50 Color		
3501-6000 sf	50/50 Color		

ITEM B:

Cost per square foot for removal of old PIP surfacing and prep:

Price \$ _____ per sq. ft.

ITEM C:

Repair/maintenance overlay of wear layer to existing surface (PIP surfaces), replace/maintenance of tiles, or other (please specify):

Price \$ _____ per sq. ft.

WASTE TIRE GRANT ELIGIBILITY:

The Safety Surface quoted in this Schedule of Prices meets the KDHE Waste Tire Grant requirements:

True False
(circle applicable response)

COMPANY or FIRM NAME

BY: _____

DATE: _____

PLEASE SUBMIT PRICING AS THE FIRST PAGE(S) OF YOUR BID

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@sncos.us phone: (785) 251 – 4039

The undersigned agrees with all terms and conditions stated above:

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