



Riverbank Erosion Repair in the Harvey County Parks
Request for Proposal

February 28, 2023

Harvey County
PO Box 687, 800 N. Main St.
Newton, KS 67114

Harvey County is currently soliciting written proposals for the repair of riverbank erosion in the Harvey County Parks. The successful vendor will be responsible for repairing the riverbank erosion to specification. The successful vendor must be a licensed contractor. It is anticipated that an official contract and/or purchase order will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, three (3) copies of the entire document must be completed and returned in a sealed container/envelope to the Harvey County Administration Office on or before 4:00 p.m. CDT, Friday, March 24, 2023. Proposals will be opened by the Harvey County Commission on Tuesday, March 28, 2023, at or around 9:30 AM. Envelopes must be marked "**Riverbank Erosion Repair**" and include the proposing firm's name and return address. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed based pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Board of County Commissioners.

This Request for Proposal (RFP) is an invitation by Harvey County for firms to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

1. About this Document

This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Harvey County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

2. Scope of Work

The purpose of this RFP is for the Harvey County Parks Department to obtain proposals for riverbank erosion repair at East Park and West Park. The County's objective is for this RFP to result in a contract between the successful bidder, who must be a licensed contractor, and Harvey County that will meet the following objectives:

- Repairing the riverbank erosion as specified within this document. The specifications were prepared with guidance from the FEMA and KDEM, as a portion of the cost of this project will be funded utilizing their grant program.

Background Information

The Harvey County Parks Department maintains three parks. This work is being proposed at two of the three parks. East Lake Park is a 1,300 acre park located at 314 N. East Lake Road, Newton, Kansas. West Park, which is smaller and has the Little Arkansas River flowing through it, is located at 2733 West Park Road, Burrton, Kansas, 67020. Both parks offer primitive camping along with camping pads with electrical service.

Project Summary

Area 1: East Lake Rd. Site 1 GPS start: 38.054399, -97.208500 end: 38.054732, -97.208502:

- East Lake Rd. Embankment, Replace 367 CY of unclassified dirt fill (45 degree slope with additional 10% for compaction rate), 120 FT long x 15 FT wide x 10 FT deep.
- 107 square yards (120 FT X 8 FT) of geofabric.
- East Lake Rd. Embankment, 71 CY of Large, 10 IN to 20 IN, concrete and limestone Riprap, 120 FT long x 8 FT wide x 2 FT deep.
- Soil choke, unclassified fill, 120 FT long x 8 FT wide x ½ FT deep, 17.78 CY
- 1-pound Little Bluestem Grass seed to be distributed into soil choke.

Area 2: West Lake Rd. Site 2 GPS start: 38.080805, -97.582300 end: 38.080540, -97.582043:

- Campground riverbank, Replace 541 CY of unclassified dirt fill (45 degree slope with additional 10% compaction rate), 130 FT long x 17 FT wide x 12 FT deep.
- 246 square yards (130 FT X 17 FT) of geofabric.
- Campground riverbank, 246 CY of large, 10 IN to 20 IN, concrete and limestone Riprap, 130 Ft long x 17 FT wide x 3 FT deep.
- Soil choke, unclassified fill, 130 FT long x 17 FT wide x ½ FT deep, 40.93 CY
- 1-pound Little Bluestem Grass seed to be distributed into the soil choke.

Area 3: West Lake Rd. Site 7 GPS start: 38.085667, -97.583757 end: 38.085490, -97.583902:

- Campground riverbank, replace 312 CY of unclassified dirt fill (45 degree slope with additional 10% for compaction rate), 75 FT long x 17 FT wide x 12 FT deep.
- 100 square yards (75 FT x 12 FT) of geofabric.
- Campground riverbank, replace 67 CY of Large, 10 IN to 20 IN, concrete and limestone Riprap, 75 FT long x 12 FT wide x 2 FT deep.
- Soil choke, unclassified fill, 75 FT long x 12 FT wide x ½ FT deep, 16.67 CY
- 1-pound Little Bluestem Grass seed to be distributed into the soil choke.

Area 4: West Lake Rd. Site 6 GPS start: 38.073317, -97.578469 end: 38.073126, -97.577623:

- Campground riverbank, replace 1206 CY of unclassified dirt fill (45 degree slope with additional 10% For compaction rate), 290 FT long X 17 FT wide x 12 FT deep.
- 258 square yards (290 FT x 8 FT) of geofabric.
- Campground riverbank, replace 171 CY of Large, 10 IN to 20 IN, concrete and limestone Riprap, 290 FT long x 8 FT wide x 2 FT deep.
- Soil choke, unclassified fill, 290 long FT x 8 FT wide x ½ FT deep, 42.96 CY
- 1-pound Little Bluestem Grass seed to be distributed into the soil choke.

Additional Requirements:

1. The successful bidder will provide assistance to Harvey County in acquiring all required permits.
2. The successful bidder will be responsible for compliance with all regulatory codes and standards of the State of Kansas.
3. The successful bidder will include the repair of all four areas in their proposal response.
4. Projects that involve work in/or near water or wetlands, including dredging or filling, in-stream debris removal, bank stabilization, or changes to culverts, crossings, or bridges, may require a

permit from USACE. The winning bidder is responsible for obtaining any required approvals or permits from USACE prior to the commencement of work.

5. This project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site.

3. Optional Site Visit

Vendors may attend an optional site visit on Thursday, March 9 at 1:00 PM at East Park. After meeting at this location, the second meeting will take place at West Park at 2:00 PM. Please contact Kass Miller, Parks Director at 316-283-5420 if you have questions about these meetings.

4. Work Product Delivery

Services provided will be coordinated with Kass Miller, Parks Director.

5. Bond Information

A Performance Bond equal to the proposal figure is required. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the "contract" documents on the park of the contract to be performed.

6. Insurance Requirements

The Vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

- A. Commercial General Liability insurance, or its equivalent, with limits not less than \$1 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds.
- B. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- C. Workers' compensation insurance as required by Kansas law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against Harvey County, its elected and appointed officials, employees and volunteers.

Special Provisions Applicable to All Coverages

1. The Firm shall immediately notify Harvey County of cancellation or non-renewal.
2. Self-insured retentions must be declared and approved by Harvey County.

Evidence of Insurance

Prior to commencement of work, the Firm shall furnish Harvey County with certificates and specified endorsements evidencing compliance with these insurance requirements. The Firm agrees to provide complete, certified copies of all required insurance policies if requested by Harvey County.

Acceptability of Insurers

Any insurance placed with commercial insurers shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or that otherwise meet the written approval of Harvey County.

Subcontractors

The Firm shall ensure that subcontractors maintain insurance that complies with the requirements stated herein. In the event that subcontractors used by the Firm do not have insurance, or do not meet the insurance limits, Firm shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

7. Indemnification

Firm shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Firm in the performance of the work; or (c) liens, claims or actions made by the Firm or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Firm or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Firm.

8. Contract Period and Payment Terms

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal. The County reserves the right to cancel the contract and discontinue services with a forty-five (45) day written notices as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payment will be made on a monthly basis following receipt of a detailed invoice provided to the Harvey County Parks Department by the Firm. Under no circumstances will payments be made in advance of work performed. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by the County. Payments will be made within 30 days of receipt of invoice.

9. Selection Criteria

Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service/product which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria.

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outline herein, and the clarity, completeness and comprehensiveness of the proposal.

2. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by response to this document.
3. Bidding a complete package; including design, materials, site preparation, delivery, installation, labor, warranty, services, and other costs necessary to provide the end user with a fully functional, riverbank erosion repair as specified herein.
4. Proposing the services/products described herein with the most advantageous and prudent methodology to the County and the best business practice of the Harvey County Parks Department.
5. Referenceable performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.
6. Price and timeline for completing the project.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of response to the Request for Proposal. Harvey County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels, and budget constraints.

Vendors will NOT be compensated for any part of the proposal submittal process

10. Questions and Contact Information

Technical questions only, submitted in writing may be addressed to:
 Kass Miller, Parks Director
 314 N. East Lake Road
 Newton, KS 67114
 Phone: (316)283-5420 Email: kmiller@harveycounty.com

Questions regarding the purchasing process may be addressed to:
 Shannon Kinglsey, Assistant Administrator/Director of Finance
 PO Box 687, 800 N. Main St.
 Newton, KS 67114
 Phone: (316)284-6806 Email: finance@harveycounty.com

11. Tentative Timeline

The following dates are provided for informational purposes and are subject to change without notice.

- February 28, 2023 – Distribution of Request for Proposal
- March 9, 2023 – Optional Site Visit
- March 24, 2023 – Proposals Due
- March 28, 2023 – Proposal Read into the Record
- March 28–31, 2023 – Proposal Review
- April 4, 2023 – County Commission Consideration of Award

12. General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor will:

- Provide the most economical solution to completely satisfy the objectives in Section 2.
- Be familiar with the state and local conditions and requirements under which the work must be performed.
- Possess the resources, equipment, and personnel necessary to provide an efficient and successful riverbank erosion restoration.

- Have a minimum of two (2) years experience performing work of this type.
- Be responsible for all federal and state licensing, certification requirements, and any required permits, as applicable.

13. Mandatory Requirements

The County desires the best service available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies/alternatives which meet the “spirit” of the listed requirements, but should note that the proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful vendor will:

- Provide a project plan for the implementation of the project.
- Include a detailed timetable indicating the length of time required to complete the project. The timeline will commence at the time of award and end when installation is complete and the system is fully operational.
- Provide a single point of contact for the duration of the project to work with the Harvey County Parks staff throughout the process to insure a successful project and to tailor the system to Harvey County’s needs.
- Provide maintenance, installation and service manuals covering equipment being provided. This should include printed specifications, which fully describe all elements of equipment.
- Indicate any specific maintenance criteria of the equipment bid.
- Provide a detailed warranty plan and any costs associated for equipment bid.
- Describe the process for all maintenance and repairs that will be handled under warranty.
- Identify any annual maintenance or recurring maintenance costs.
- The County reserves the right to observe the vendor’s operations and inspect assigned work areas and equipment.

14. Harvey County’s Responsibility

The County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and designated storage space. The vendor personnel will be allowed to park in an area to be designated by the facility.

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

15. Request for Proposal Conditions

By submitting a response to this Request for Proposal, vendors hereby understand the following:

- Harvey County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Harvey County.
- All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
- Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Harvey County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- The Bidder agrees to comply with K.S.A. 44-1030.

- a. 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, disability, national origin or ancestry;
 - b. 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;
 - c. 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. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. 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 canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- Harvey County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Harvey County and/or its representatives. Further, Harvey County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
 - Harvey County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

BID RESPONSE FORM
Riverbank Erosion Repair in the Harvey County Parks

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

E-MAIL _____

PROVIDE PROOF OF KANSAS BUSINESS LICENSE WITH RESPONSE

Primary Project Cost (detailed cost listing must also be provided) _____

Timeline for Completion _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions, and acknowledges participating in the mandatory site visit.

Signature _____ Title _____

Your response must include all pages of this document.