

B. Mowing

1. Only sharp, well balanced blades shall be used.
2. Grass height shall be maintained at a height no less than 3.0”.
3. Areas and spots that cannot be mowed shall be trimmed with line trimmer.
4. There shall be no visible clippings upon completion of mowing. All excessive mowed clippings shall be removed from the job site the same day as needed.
5. Police lawns and remove all litter, rocks, debris before mowing.
6. Contractor shall be conscious of public visitors and perform mowing tasks in a safe and respectful manner.
7. Never allow lawn to be left to a point where cut grass clippings hamper proper growth of living turf.

C. Edging

1. To be performed every other mowing. Minimum two times per month.
2. Edge lawn against all paved surfaces, around valve boxes, and other utilities shall be kept neatly edged.
3. Special consideration shall be given to the safety of pedestrians in the area while edging.
4. Edges against fences and walls shall be sprayed, maintaining a 4” vegetation free band.
5. Chemical edging will only be allowed with the approval of the Director of Facilities Management.

D. Blowing

1. All hardscape surfaces shall be blown free of clippings after every mowing and edging. Effort shall be made to keep grass clippings out of planting beds. Surfaces shall be blown free of leaf litter and other debris on an as needed basis (most often in fall months). Vacuuming or sweeping may be employed instead of blowing.

F. Spraying and Weeding

1. Spray lawns in the fall for broadleaf weeds.
2. Spray pre-emergent herbicide in the spring to control crabgrass. Pre-emergent herbicide use in shrub beds shall be in line with label instructions. Chemical shall be applied every six months or as needed to control weed germination. Granular herbicide shall be applied within 48 hours of a rain event or be watered in after application. Contractor will avoid annual beds or perennial plants which may rely on seeding down to remain viable or plants/shrubs which would be stunted or damaged by its use. Contractor should consult with point of contact before application with questions.
3. Failed applications must be followed by reapplication.
4. Spraying and Weeding shall include planting bed areas. Weeding shall include, but not be limited to nut grass, carpetweed, chickweed, dandelion and clover or other common weeds along with removal of saplings, volunteer trees and other unwanted bushes such as Mulberry saplings. Removal can include digging out sapling stump. Removal to be coordinated with Director of Facilities Management.

G. Shrubs

1. Annually prune any growth from the top that is abnormal above the remaining shrub. Prune all growth away from any built structures to allow open air flow between building and shrub.
2. All pruning and trimming cuts must be made clean.
3. Remove all trimmings from the job site the same day.

4.

4. Shrubs shall be pruned at the appropriate time to encourage maximum bloom.

DISEASE, NOXIOUS WEEDS, TURF PEST INFESTATIONS

General – the contractor shall act as, or coordinate with, a licensed specialist to identify any pest management problems which may arise in lawn care area. There must be a licensed pest control advisor on staff and all required pest control recommendations shall be provided by this advisor. All pesticide applications shall be applied by a State Certified Applicator.

The contractor shall be familiar with various Integrated Pest Management (IPM) programs. The contractor will be required to develop an IPM plan to effectively eradicate any diseases or pests that develop during the duration of the contract. The development and execution of the IPM program shall be the responsibility of the contractor and will not be considered extra work. It is the contractor's responsibility to monitor all pest/disease problems and perform corrective measure as required.

Facilities Management will require all labels, licenses, certificates, categories, permits and recommendations before chemicals are applied. An IPM plan developed by the contractor shall be approved by the Facilities Maintenance Director before implementation.

A. Some approved noxious weed, disease and pest control methods may include: pre-emergent herbicide application, post-emergent herbicide application, mechanical cultivation and disposal, weed eating or mowing, chemical growth regulator, debris or food source removal, insecticide, fungicide or other pesticide applications.

B. Contractor shall provide a monthly record of pesticides used on grounds with the monthly billing.

C. Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of weeds, diseases and pests. The contractor shall permit spraying for insect disease, rodent or weed control to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator using recognized and approved materials and methods in compliance with all Federal, State and local laws and regulations. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.

GENERAL FACILITIES MAINTENANCE

General – Litter free grounds that are accessible and clean this essential and what is expected by both Shawnee County tenants and patrons. The contractor shall at a minimum perform the following tasks:

A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the specified properties on a regular basis, at least weekly, more often if demand dictates. Any rubbish or debris shall be disposed of by the contractor.

B. Sidewalks, pathways and hard surfaces shall be policed at time of mowing. They shall be cleaned thoroughly at a minimum of once a week by sweeping or backpack blowing. All plant growth shall be prevented in any cracks in curbs, street gutters or paved surfaces. Grass clippings shall be removed after each mowing.

C. Fence lines shall be kept free of trash, weeds, grass and prunings. Contractor shall properly dispose of all debris

D. Fallen tree limbs up to 3” diameter shall be removed by contractor and disposed of properly. Larger diameter limbs will be removed by owner upon notification by contractor.

PERFORMANCE STANDARDS AND INSPECTION CRITERIA

GENERAL FACILITIES MAINTENANCE

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PERFORMANCE STANDARDS AND INSPECTION CRITERIA

Shawnee County Employees, building tenants and visitors will find the grounds conditions described in the standards below.

TURF

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest free.

FLOWER BEDS, SHRUBS AND GROUND COVER

Bedding areas will contain healthy plants. Dead heads, blank spots and other defects must not detract from the decorative nature of the plantings. Shrub bed, ground cover and hedges will contain healthy plants. These areas will be litter, weed, pest and debris free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned, mulched or otherwise maintained to achieve designed form. Species of annual flowers to be used will be determined by the Facilities Maintenance Director with contractor input considered. These will be rotated each season in each bed to prevent disease and promote variety. Annual beds will be planted to achieve a “full looking bed” at maturity with the total square footage considered. The contractor will take all reasonable steps to mitigate any damage to shrubs, plants and groundcovers when working in and around planting beds mulching and edging.

PAVED SURFACES

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces. Graffiti shall be reported immediately. Pathways and other paved areas will be free of weeds, debris and litter. Significant defects in paved surfaces, (i.e. cracking, heaving, etc.) shall be reported to Owner upon discovery. Repairs will be the responsibility of the Own

**GENERAL FACILITIES MAINTANANCE
PERFORMANCE STANDARDS AND INSPECTION CRITERIA – TURF**

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit more that 5% bare spots and will be weed and pest free.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Mowing	Even cutting to specified height, complete coverage, neat cutting, and growth kept off pavement. No visible signs of the following: scalping or ragged cutting; significant clippings; and no dumping into storm drains.	1-8% bare areas in turf.	Greater than 8% of turf area fails to meet standards.
Fertilize	Turf shows no burning or uneven growth patterns. All excess material cleaned up and removed from site.	1-8% of turf exhibits uneven growth or color. Excess material not cleaned up.	Any burning or areas of uneven growth or color greater than 8% of area.
Irrigate (where applicable)	Turf even, deep green color. Healthy growth evident. No standing water or over-watered areas.	1- 8% of turf exhibits browning or lack of vigorous growth.	More than 8% of turf exhibits browning or lack of vigorous growth.
Pest Control	No evidence of pest infestations.	1-8% of turf exhibits evidence of infestation.	More than 8% of turf exhibits evidence of infestation.
Weed Control	Turf areas weed-free.	1-8% of turf exhibits weed growth.	More than 8% of turf exhibits weed growth. Designed turf type loses ground to invasive species.
Litter Control	No visible litter. Seasonal leaf-fall removed.	1-5% of area fails to meet standards.	Greater than 5% of area fails to meet standards.
Edge	Edges neatly trimmed. Cuttings removed from surrounding areas.	Small areas untrimmed. Some cuttings visible after edging.	More than 5% of edging area is overgrown or significant amounts of cuttings are left behind after work.
Trim	Turf around sprinkler heads, boxes and other appurtenances trimmed to maintain accessibility and full functionality.	Minor overgrowth around boxes, heads or other appurtenances.	Sprinkler heads obstructed or coverage reduced. Inability to locate or access boxes and other appurtenances.

PERFORMANCE STANDARDS AND INSPECTION CRITERIA – FLOWERS, GROUND COVER AND SHRUB BEDS

Bedding areas will contain healthy plants. These areas will be free of litter, weeds, pests and other debris. Dead heads, blank spots and other defects must not detract from the decorative nature of the plantings. Shrub bed, ground cover and hedges will contain healthy plants. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All Shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form. Seasonal rotation of annual plants in identified locations to provide three season color.

TASK	MEETS STANDARD	NEEDS IMPROVEMENT	UNSATISFACTORY
Pruning	Shrubs retain correct species form or designed hedge shape. No damaging cuts or over-grown conditions.	Minor over-growth in 1-5% of area.	Over-growth in greater than 5% of area. Damage to plants from non-standard pruning practices.
Trimming and Mowing	Ground cover within bed area. No over growth. No scalped areas.	1-5% of beds fail to meet standards.	Greater than 5% of beds fail to meet standards.
Irrigation (supplemental moisture)	Adequate irrigation to sustain healthy, vigorous plant growth.	1-5% of area fails to meet standards.	Greater than 5% of area fails to meet standards.
Weed and Pest Control	No visible weeds. No evidence of pest infestation.	1-5% of area fails to meet standards.	Greater than 5% of area fails to meet standards.
Fertilize	Healthy, vigorous plant growth; good bloom production for species.	1-5% of area fails to meet standards.	Greater than 5% of area fails to meet standards.
Clean Up and Litter Control	No weed growth or visible litter. No seasonal leaf-fall. Maintain sharply defined bed edge.	1-5% of area fails to meet standards.	Greater than 5% of area fails to meet standards.

PERFORMANCE STANDARDS AND INSPECTION CRITERIA – GENERAL FACILITIES MAINTENANCE

General – Litter free grounds are essential to the quality of groundskeeping appearance that is expected by Shawnee County staff, tenants and visitors.

TASK	MEETS STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
Free of litter, daily policing.	No litter on site upon inspection.	Litter in 1-5% of park upon inspection.	Litter in greater than 5% of site upon inspection.
Sidewalks, pathways and hard surfaces regularly cleaned. No grass or weeds present in walks or pathways.	Sidewalks, pathways and surfaces clear and usable. No weeds present	1-5% of sidewalks, pathways and hard surfaces not clear and usable and weeds present.	Greater than 5% of sidewalks, pathways and hard surfaces not clear and usable and weeds present.

Fence lines shall be kept free of trash, weeds, grass and prunings	No trash or debris present in fence lines.	Debris in 1-5% of fence lines.	Debris in greater than 5% of fence lines.
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FACILITIES MANAGEMENT POINTS OF CONTACT

Shawnee County Courthouse: Nelda Henning, Director Facilities Management 785-251-4490

Shawnee County Health Agency locations: Don Bell, (785-251-5619)

Shawnee County Elections Office: Jake Fisher, (785-251-5907)

ESTIMATED QUANTITIES: The sites available, as stated in Exhibit A and listed in the Notice to Bidders represent the entirety of the contract. Quantities as listed are the best available at time of bid.

QUALITY EXPECTATIONS: Failure of the bidder to completely familiarize themselves with the scope of work involved and the contract requirements prior to the submission of their offer shall in no way relieve the Contractor of the responsibility of performing in such a manner as to meet or exceed the quality intent of these specifications.

The Contractors shall furnish all personnel, labor, materials, machinery, tools, equipment and services that they will employ to complete all work required by the terms of the contract. All personnel must be employed directly by the Contractor. **No sub-contractors will be allowed.**

The Contractor shall list at least three (3) references of similar work performed on the Invitation to Bid Form. The Contractor shall also submit an equipment list with the Invitation to Bid Form. All contractor equipment shall be kept in good repair and conform to all state and local laws. **Failure to submit references or an equipment list may result in your bid being rejected.**

Contractors materials and equipment shall not be stocked or stored at any of the specified locations except as authorized by the appropriate Facilities Management designee.

All properties may have uneven or soft ground, ruts, rocks, weeds and/or grass. Contractor will be notified of any changes in conditions or maintenance management instructions as needed. Shawnee County is not responsible for damage done to the Contractor's equipment due to Contractor error or ground conditions.

The Contractor is required to familiarize themselves with and observe the policies and procedures of the various occupants at each location. An orientation session will be held with the Contractor and the appropriate contact person prior to beginning work. The Contractor should be prepared to ask any questions at this meeting.

The Contractor shall not commence work until all insurance as outlined in the insurance section of this specification has been obtained, has presented a certificate of Insurance (with Shawnee County (SNCO) as additionally insured) along with a signed contract to the SNCO for approval, and the contract has been executed by the Board of County Commissioners. The Contractor shall also attend the formal orientation session as set out above.

SCOPE OF RESPONSIBILITY

Communication/Customer Service

The contractor shall have a business office located in Shawnee County that acts as a base of operations for the purposes of this contract. The contractor's on-site manager must be able to be in contact and respond to service requests, information requests and complaints within a 60-minute time frame via email or cell communications.

JOB SITE PERFORMANCE:

Safety: The Contractor shall be required to have all safety guards and safety features on equipment operable at all times during operations. All personnel are required to wear OSHA mandated safety equipment when applicable during operations.

Supervision: The Contractor shall provide supervision of all work crews at all times while they are performing work under this Contract. Personal supervision is not required provided that equipment or other means are provided such that the work crews can communicate with the Contractor at all times.

Compliance with Work Assignments: Each work crew and its supervisor shall at all times comply with the directives of the contact person specified for each site and Horticultural Supervisor or his/her representative unless such a directive endangers personnel, equipment or property.

PAYMENT:

Amount: The contractor will be paid at the contract unit price for work satisfactorily completed as specified in this document.

Period: The Contractor will receive his/her first payment approximately four weeks after the commencement of the contract. Payments will be normally made monthly thereafter for work satisfactorily completed and appropriately billed. This process shall continue throughout the duration of the Contract. For year one of the contract the actual annual

CONTRACTOR'S MONTHLY MAINTENANCE REPORT

A Monthly Maintenance Report shall be submitted with the monthly billing, detailing the scope of work done for each park in the contract that month. The contractor shall provide, as a condition of payment, the following information on attached "Monthly Maintenance Report": (No payment will be made unless the monthly report is turned in with all information requested)

- A. Fertilizer information.
- B. Completed pruning as requested in the following schedule of services. The contractor shall indicate the date of pruning.
- C. Status of additional service requests that have been authorized by the Facilities Maintenance Director.
- D. Location of maintenance work by site name and street address.
- E. Any other work as addressed by the following schedule of services of this contract.
- F. Report of all materials repaired/replaced as a result of vandalism.
- G. All spray reports and records that are required by the Department of Agriculture.
- H. Report estimate on debris removal.

BREACH OF CONTRACT: Any of the following shall be considered a breach of this Contract:

- A. If the Contractor fails to begin work at the time specified.
- B. Disregards laws, ordinances or instructions of site contact.
- C. Repeatedly fails to provide sufficient workers, equipment and materials to insure the proper and timely completion of the work.
- D. Performs the work unsatisfactorily.

- E. Neglects or refuses to correct any work that has been rejected as defective and unsuitable.
- F. Discontinue the prosecution of the work without authorization by the Facilities Maintenance Director
- G. Becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency.
- H. Allows any final judgment to stand against him/her unsatisfied for a period of ten (10) days.
- I. Fails to fulfill any condition of this Contract.
- J. Disabling of safety guards or failure to wear personal protective equipment.

If the contractor commits any of the items listed above, SNCO will give a notice in writing to the Contractor of such breach. SNCO, because of the Breach of Contract, shall have full power and authority, without violating the Contract, to take over the completion of said Contract according to the terms and provisions thereof, or to use such other methods as in the opinion of SNCO may be required for the completion of said Contract in an acceptable manner.

The Contractor shall be liable for all costs, charges and damages incurred by SNCO, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case such expense exceeds the sum, which would have been payable under the contract; then, the contractor shall be liable and shall pay to SNCO the amount of said excess.

DAMAGE CLAIMS:

Reports of claims are to be handled by the Contractor as expeditiously as possible by settlement and/or referral to Contractor's insurance carrier. The contract will not be closed-out until all claims have been settled or accepted for processing by the Contractor's insurance carrier. Failure to settle claims could result in termination of this contract and/or the vendor being removed from vendor bidding list.

MILEAGE:

Any travel costs are the responsibility of the Contractor.

PERSONAL LIABILITY OF PUBLIC OFFICIALS:

Neither the Facilities Management Director nor any of assistants, nor any other agent of SNCO shall be personally responsible for any liability arising under or growing out of this Contract, or operations of the Contractor under the terms of the Contract.

CONFORMANCE WITH LAW:

The Contractor shall insure that his business shall conform in all respects with all-applicable laws, licenses, codes, rules, regulations, ordinances and statutes. No waiver of requirements under these provisions shall be granted nor implied by issuance or acceptance of this Contract.

PROTECTION OF PROPERTY:

The Contractor shall make all reasonable effort to protect all property including, but not limited to, structures, head stones, trees, fences, flowers and ornamental shrubs from damage. It shall be the Contractor's sole responsibility to insure that all workmen comply with this stipulation and he/she shall be responsible for restitution of any damage claims resulting from failure to comply with these provisions.

SITE EVALUATION: It is recommended that vendors visit/evaluate the sites and verify the scope of work 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 document.

Facilities Management Contract Site Maintenance list

Total Acreage/Square Footage Serviced to be verified by contractor and included in this form.

Exhibit "A"

<u>NAME</u>	<u>Address</u>	<u>Acres/Square Footage</u>
County Courthouse	200 SE 7 th Street	_____
VanSickle Health	2115 SW 10 th	_____
JP Lewis Health	2600 East Circle Drive South	_____
Elections Office	3420 SW VanBuren	_____

SCHEDULE OF PRICES

Parcel Location		Cost Per each service
(Shawnee County Courthouse)	Mowing	\$
200 SE 7th Street	Fertilizer	\$
	Weed Control	\$
	Mulching	\$
(VanSickle Health Bldg)	Mowing	\$
2115 SW 10th Street	Fertilizer	\$
	Weed Control	\$
	Mulching	\$
(Main Health Agency Bldg)	Mowing	\$
2600 E Circle Dr. South	Fertilizer	\$
	Weed Control	\$
	Mulching	\$
(Elections Office)	Mowing	\$
3420 SW VanBuren	Fertilizer	\$
	Weed Control	\$
	Mulching	\$

 COMPANY or FIRM NAME

BY: _____

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@sncos.us phone: (785) 251 – 4039

The undersigned agrees with all terms and conditions stated above:

Signature

Printed Name

Title

Email Address

Phone Number
