



SHAWNEE COUNTY REQUEST FOR QUOTES (RFQ)

Quotation Number: 060-22 **Vendor Name:** _____
Date Issued: 11-04-2022 **Address:** _____
Closing Date: 11-22-2022, 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 pest control services at multiple County facilities per the following minimum specifications.

We will hold pre-bid walk through for any companies interested. These will not be mandatory however failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to the County any materials, equipment, supplies or labor that may be required to carry out the intent of the RFP. Submission of a proposal shall be construed as evidence that the vendor has made necessary examination, inspection and investigation.

The pre-bid walk through is scheduled for Wednesday November 16, 2022 at 1:30. We will meet in the front Lobby at 501 SW 8th. Topeka, KS 66603

Please send an email to Michele.hanshaw@snco.us and Nelda.henning@snco.us with any other buildings you would also like to do a walk through in by November 9th, 2022.

LOCATION	Services Needed	Price per visit
Shawnee County Courthouse 200 SE 7 th St. Topeka, KS 66603	sprayed monthly power sprayed yearly emergency service Termite Treatment	\$ _____ \$ _____ \$ _____ \$ _____
Shawnee County Quincy Bldg 707 SE Quincy Topeka, KS 66603	sprayed monthly Termite treatment	\$ _____ \$ _____
Shawnee County North Annex 1515 NW Saline Topeka, KS 66618	sprayed monthly Termite protection (fall, spring, summer) Termite Treatment	\$ _____ \$ _____ \$ _____
Shawnee County Elections 3420 SW Van Buren Topeka, KS 66611	sprayed monthly Termite Treatment	\$ _____ \$ _____
Shawnee County Health Agency 2600 SW East Circle Drive Topeka, KS 66606	sprayed monthly power sprayed yearly Termite Treatment	\$ _____ \$ _____ \$ _____
Health Agency Clinic 2115 SW 10 th Topeka, KS 66604	sprayed monthly power sprayed yearly Termite Treatment	\$ _____ \$ _____ \$ _____
<i><u>Health Agency locations must meet HIPAA requirements</u></i>		
Gage Park House 4210 Conservatory Dr. Topeka, KS 66606	sprayed monthly Termite Treatment	\$ _____ \$ _____
Sheriff Training Complex 7437 SE California Berryton, KS 66409	sprayed monthly Termite Treatment	\$ _____ \$ _____
Motor Vehicle Annex 5938 SW 17 th - Suite 500 Topeka, KS 66604	sprayed quarterly Termite Treatment	\$ _____ \$ _____

Weed Department	sprayed monthly	\$ _____
2044 SW Western	Termite Treatment	\$ _____
Topeka, KS 66604		

Fire Station 5	sprayed monthly	\$ _____
1715 SW Topeka Blvd	Termite Treatment	\$ _____
Topeka, KS 66604		

PUBLIC WORKS & SOLID WASTE

District 1	sprayed quarterly	\$ _____
2727 SE 77 th	Termite Treatment	\$ _____
Berryton, KS 66409		

District 2	sprayed quarterly	\$ _____
1639 N. Washington	Termite Treatment	\$ _____
Auburn, KS 66402		

District 3	sprayed quarterly	\$ _____
13330 NW 62 nd St.	Termite Treatment	\$ _____
Rossville, KS 66533		

District 4	sprayed quarterly	\$ _____
125 NE 46 th St.	Termite Treatment	\$ _____
Topeka, KS 66617		

Bridge Department	sprayed quarterly	\$ _____
241 NE 46 th St	Termite Treatment	\$ _____
Topeka, KS 66617		

Traffic Dept.	sprayed quarterly	\$ _____
135 NE 46 th St	Termite Treatment	\$ _____
Topeka, KS 66617		

Household Hazardous Waste	sprayed quarterly	\$ _____
131 NE 46 th St.	Termite Treatment	\$ _____
Topeka, KS 66617		

PARKS & RECREATION FACILITIES

We will not be doing a pre-bid walk through for Parks facilities. Please see the location contact list to view these facilities.

Lake Shawnee Locations

Administration Building	sprayed monthly		\$ _____
Supervisor Building	sprayed monthly		\$ _____
Maintenance Bldg	sprayed monthly		\$ _____
3137 SE 29 th St.	Termite Treatment	Admin Bldg	\$ _____
Topeka, KS 66605	Termite Treatment	Super Bldg	\$ _____
	Termite Treatment	Maint Bldg	\$ _____
Envista Softball Complex	sprayed monthly		\$ _____
(Concessions & restrooms)	Termite Treatment		\$ _____
3421 SE Leisure Lane			
Topeka, KS 66605			
Lake Shawnee Golf Course Clubhouse	sprayed monthly		\$ _____
GC Maintenance Shop	sprayed monthly		\$ _____
4141 SE East Edge Rd.	Termite Treatment	Clubhouse	\$ _____
Topeka, KS 66609	Termite Treatment	Maint. Shop	\$ _____
Bettis Sports Complex	sprayed monthly		\$ _____
Lake Shawnee Event Center	sprayed monthly		\$ _____
3025 SE Croco Rd.	Termite Treatment	Sports	\$ _____
Topeka, KS 66605	Termite Treatment	Event Center	\$ _____
Reynalds Lodge	sprayed monthly		\$ _____
3315 SE Tinman Circle	Termite Treatment		\$ _____
Topeka, KS 66605			
Ted Ensley Garden House plus basement	sprayed monthly		\$ _____
Garden Restrooms	sprayed monthly		\$ _____
3720 SE Yacht Court	Termite Treatment	Garden House	\$ _____
Topeka, KS 66605	Termite Treatment	Restrooms	\$ _____
Yacht Club	sprayed monthly		\$ _____
Yacht Club Restrooms	sprayed monthly		\$ _____
3724 SE Yacht Court	Termite Treatment	Yacht Club	\$ _____
Topeka, KS 66609	Termite Treatment	Restrooms	\$ _____
Lake Shawnee Shelter houses			
#2 – 3410 SE Leisure Lane	sprayed monthly		\$ _____
	Termite Treatment		\$ _____
#3 – 3616 SE Memory Point	sprayed monthly		\$ _____
	Termite Treatment		\$ _____
#6 – 3521 SE East Edge Road	sprayed monthly		\$ _____
	Termite Treatment		\$ _____

Lake Shawnee Marina	sprayed quarterly	\$ _____
Lake Shawnee Heated Fishing Dock	sprayed quarterly	\$ _____
3320 SE Dock Dr.	Termite Treatment Marina	\$ _____
Topeka, KS 66605	Termite Treatment Heated Dock	\$ _____

Lake Shawnee Campground Office	sprayed monthly	\$ _____
Campground south bathhouse	sprayed monthly	\$ _____
Campground North bathhouse	sprayed monthly (Mar – Oct)	\$ _____
3435 SE East Edge Rd.	Termite Treatment Office	
Topeka, KS 66605	Termite Treatment Bathhouses(ea)	\$ _____

Lake Adventure Cove Concessions	sprayed monthly (May – Sept)	\$ _____
3110 SE Croco Rd.	Termite Treatment	\$ _____
Topeka, KS 66605		

Tinman Circle Recreation Bldg	sprayed monthly	\$ _____
3325 SE Tinman Circle	Termite Treatment	\$ _____
Topeka, KS 66605		

<u>Old Prairie Town</u>	Includes:	ALL sprayed monthly	\$ _____
124 NW Fillmore	Cabin	Termite Treatment	\$ _____
Topeka, KS 66606	Mansion		
	Drug Store		
	General Store		
	Church		
	School House		
	Train Depot		
	Livery		
	Sheldon		

Landscapers house	sprayed monthly	\$ _____
118 NW Fillmore	Termite Treatment	\$ _____
Topeka, KS 66606		

Gage Park Locations

Westlake Shelter House	sprayed monthly	\$ _____
633 SW Blaisdell Dr.	Termite Treatment	\$ _____
Topeka, KS 66606		

Big Gage Shelter House	sprayed monthly	\$ _____
600 SW Zoo Parkway	Termite Treatment	\$ _____
Topeka, KS 66606		

Snyder's Cabin Shelter House	sprayed monthly	\$ _____
800 SW Porter Rd.	Termite Treatment	\$ _____
Topeka, KS 66606		

Special Services Leisure Center 4330 Conservatory Dr. Topeka, KS 66606	sprayed monthly Termite Treatment	\$ _____ \$ _____
Gage Park Train Depot Children's Party House 620 SW Zoo Parkway Topeka, KS 66606	sprayed monthly sprayed monthly Termite Treatment Termite Treatment	\$ _____ \$ _____ Depot \$ _____ Party House \$ _____
Carousel in the Park & Party Room 4300 SW Reinisch Pkwy Topeka, KS 66606	sprayed monthly Termite treatment	\$ _____ \$ _____
Gage Maintenance Shop 4320 SW 10 th St. Topeka, KS 66606	sprayed monthly Termite treatment	\$ _____ \$ _____
Amphitheatre 4200 SW Westlake Dr. Topeka, KS 66606	sprayed monthly (April – Oct) Termite treatment	\$ _____ \$ _____
Greenhouse 850 SW Porter Topeka, KS 66606	sprayed monthly Termite treatment	\$ _____ \$ _____
Helen Hocker Theatre Helen Hocker Office 700 SW Zoo Parkway Topeka, KS 66606	sprayed monthly sprayed monthly Termite treatment Termite treatment	\$ _____ \$ _____ Theatre \$ _____ Office \$ _____
Blaisdell Family Aquatic Center 4201 SW Reinisch Pkwy Topeka, KS 66606	sprayed monthly (May – Sept) Termite treatment	\$ _____ \$ _____
<u>Other locations</u>		
Rossville Buehler Recreation Building Rossville Swimming Pool 714 Main St. Rossville, KS 66533	sprayed monthly (May – Sept) sprayed monthly (May – Sept) Termite treatment Termite treatment	\$ _____ \$ _____ Rec bldg. \$ _____ Pool \$ _____
Midwest Health Aquatic Center 2201 SW Urish Rd. Topeka, KS 66614	sprayed monthly (May – Sept) Termite treatment	\$ _____ \$ _____

Central Park Community Center 1534 SW Clay (basement included) Topeka, KS 66604	sprayed monthly Termite treatment	\$ _____ \$ _____
Crestview Community Center 4801 SW Shunga Dr. Crestview Shelter House 4901 SW Shunga Dr. Topeka, KS 66614	sprayed monthly Termite treatment sprayed monthly Termite treatment	\$ _____ \$ _____ \$ _____ \$ _____
Garfield Community Center Garfield Shelter House Garfield Pool building 1600 NE Quincy Topeka, KS 66608	sprayed monthly sprayed monthly sprayed monthly (May – Sept) Termite treatment Center Termite treatment Shelter Termite Treatment Pool	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Hillcrest Community Center Hillcrest Pool building 1800 SE 21 st St. Topeka, KS 66607	sprayed monthly sprayed monthly (May – Sept) Termite treatment Center Termite treatment Pool	\$ _____ \$ _____ \$ _____ \$ _____
Oakland Community Center Oakland Pool building 801 NE Poplar Topeka, KS 66616	sprayed monthly sprayed monthly (May – Sept) Termite treatment Center Termite treatment Pool	\$ _____ \$ _____ \$ _____ \$ _____
Rice Community Center 432 SE Norwood Topeka, KS 66607	sprayed monthly Termite treatment	\$ _____ \$ _____
Shawnee North Community Center Shawnee North Ball Concessions Shawnee North Pool building 300 NE 43 rd Topeka, KS 66617	sprayed monthly sprayed monthly (May – Sept) sprayed monthly (May – Sept) Termite treatment Center Termite treatment Concessions Termite treatment Pool	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Velma K. Paris Community Center 6715 SW Westview Topeka, KS 66619	sprayed monthly Termite treatment	\$ _____ \$ _____
Lakewood Shelter House 2301 SW Lakewood Dr. Topeka, KS 66605	sprayed monthly Termite treatment	\$ _____ \$ _____

Abbott Community Center 1112 E. 10 th Topeka, KS 66607	sprayed monthly Termite treatment		\$ _____ \$ _____
Rueger Park Softball Complex 2801 S Kansas Ave. Topeka, KS 66605	Sprayed monthly (May – Sept) Termite treatment		\$ _____ \$ _____
Dornwood Ball Diamonds Concessions & Restrooms 2500 SE Highland Ave. Topeka, KS 666	Sprayed monthly (April – Oct) Termite treatment		\$ _____ \$ _____
Felker Park Maintenance (by Felker 4) Felker Park Restrooms (by Felker 2 & 3) 2540 SW Gage Topeka, KS 66614	sprayed monthly sprayed monthly Termite treatment Termite treatment	Maintenance Restrooms	\$ _____ \$ _____ \$ _____ \$ _____
Cypress Ridge Golf Course Pro Shop GC Maintenance Shop 2533 SW Urish Rd. Topeka, KS 66614	sprayed monthly sprayed monthly Termite treatment Termite treatment	Pro Shop Maintenance	\$ _____ \$ _____ \$ _____ \$ _____
Forbes Golf Course Pro Shop GC Maintenance Shop 700 SW Capehart Rd. Topeka, KS 66619	sprayed monthly sprayed monthly Termite treatment Termite treatment	Pro Shop Maintenance	\$ _____ \$ _____ \$ _____ \$ _____
Kossover Tennis Center 2540 SW Gage Blvd Topeka, KS 66614	sprayed monthly Termite treatment		\$ _____ \$ _____
Great Overland Station Welda Train Depot 701 N. Kansas Ave. Topeka, KS 66608	sprayed monthly sprayed monthly Termite treatment Termite treatment	Station Depot	\$ _____ \$ _____ \$ _____ \$ _____
Expo Maintenance (N of Weed Dept) 1 Expocentre Dr. Topeka, KS 66612	sprayed monthly Termite treatment		\$ _____ \$ _____

ALL LOCATIONS

Cost to come out between scheduled visits (infestation) \$ _____

Bed bugs infestation \$ _____

Sticky traps Box of _____ for \$ _____

SHAWNEE COUNTY DETENTION CENTERS

The detention facilities (jail) is on a rotating 5 week schedule as follows.

We will meet in the front lobby at 1:30 on 11/15/22.

Week 1

ADC kitchen	\$ _____
Old side mods and Booking	\$ _____
Commissary Room	\$ _____
ADC visitation and staff dining	\$ _____
ADC basement (Training, Laundry, Maintenance)	\$ _____

Week 2

ADC and Annex kitchens	\$ _____
New side mods	\$ _____
JDC mods	\$ _____
Lawn crew building	\$ _____
Annex North and South Mods, Annex offices, classrooms, re-entry	\$ _____

Week 3

ADC kitchen	\$ _____
Old side mods, Booking, Staff briefing and Staff locker rooms	\$ _____
Property	\$ _____
Commissary Room	\$ _____
Old WMOD	\$ _____

Week 4

ADC and Annex kitchens	\$ _____
New side mods	\$ _____
JDC mods/Booking/Property	\$ _____
Annex North and South Mods, offices, classrooms, re-entry	\$ _____
Sally Port	\$ _____

Week 5

Drain treatments	\$ _____
Check areas not on rotation (ADC records, classification...) and reported problem areas	\$ _____
Outside traps	\$ _____

Termite Treatment at Adult Detention Center	\$ _____
Termite Treatment at Juvenile Detention Center	\$ _____
Termite Treatment at DOC Annex	\$ _____
Termite Treatment at DOC Maintenance Bldg	\$ _____

Parks & Rec Locations for Pest Control			
Location	address	contact	Phone
landscapers house	118 nw fillmore	Chris Beaton	251-6885
gage park greenhouse	850 sw porter	Chris Beaton	251-6885
tinman circle recreation bldg	3325 se tinman circle	Clay Neal	251-6891
abbott community center	1112 e 10th	Darlene Streeter	251-6886
central park community center (& basement)	1534 sw clay	Darlene Streeter	251-6886
garfield community center	1600 ne quincy	Darlene Streeter	251-6886
hillcrest community center	1800 se 21st	Darlene Streeter	251-6886
shawnee north community center	300 ne 43rd	Darlene Streeter	251-6886
rice community center	432 se norwood	Darlene Streeter	251-6886
special services leisure center	4330 conservatory dr	Darlene Streeter	251-6886
crestview community center	4801 sw shunga dr	Darlene Streeter	251-6886
velma k paris community center	6715 sw westview	Darlene Streeter	251-6886
helen hocker office	700 sw zoo pkwy	Darlene Streeter	251-6886
helen hocker theater	700 sw zoo pkwy	Darlene Streeter	251-6886
oakland community center	801 ne poplar	Darlene Streeter	251-6886
oakland pool bldg	801 ne poplar	Darlene Streeter	251-6886
felker park maintenance bldg (by Felker 4)	2540 SW Gage	Darren Tolin	251-6972
felker park restrooms (by Felker 2&3)	2540 SW Gage	Darren Tolin	251-6972
kossover tennis center	2540 sw gage	Darren Tolin	251-6972
Envista softball complex (concessions & restrooms)	3421 se leisure lane	Darren Tolin	251-6972
gage park train depot	620 sw zoo pkwy	Huske	251-6858
old priarie town	124 nw fillmore	John Bell	251-6991
great overland station	701 n kansas	John Bell	251-6991
Welda train depot	701 n kansas	John Bell	251-6991
Expo Maintennance (N of Weed Dept)	1 expocentre dr	John Boyd	251-6814
administration bldg	3137 se 29th	John Boyd	251-6814
lake shawnee maintenance bldg	3137 se 29th	John Boyd	251-6814
supervisor bldg	3137 se 29th	John Boyd	251-6814
gage park maintenance shop	4320 SW 10th Ave	John Boyd	251-6814
garfield shelter house	1600 ne quincy	Kayla Fellers	251-6824
lakewood shelter house	2301 sw lakewood dr	Kayla Fellers	251-6824
lake shawnee event center	3025 se croco rd	Kayla Fellers	251-6824
reynalds lodge	3315 se tinman circle	Kayla Fellers	251-6824
lake shawnee shelter house 2	3410 se leisure lane	Kayla Fellers	251-6824
lake shawnee campground office	3435 se east edge rd	Kayla Fellers	251-6824
lake shawnee campground north bathhouse	3435 se east edge rd	Kayla Fellers	251-6824
lake shawnee campground south bathhouse	3435 se east edge rd	Kayla Fellers	251-6824
lake shawnee shelter house 6	3521 se east edge rd	Kayla Fellers	251-6824
lake shawnee shelter house 3	3616 se memory point	Kayla Fellers	251-6824
ted ensley garden house plus basement	3720 se yacht court	Kayla Fellers	251-6824
ted ensley garden restrooms	3720 se yacht court	Kayla Fellers	251-6824
yacht club	3724 se yacht court	Kayla Fellers	251-6824
yacht club restrooms	3724 se yacht court	Kayla Fellers	251-6824

carousel in the park & party room	4300 sw reinisch pkwy	Kayla Fellers	251-6824
crestview shelter house	4901 sw shunga dr	Kayla Fellers	251-6824
big gage shelter house	600 sw zoo pkwy	Kayla Fellers	251-6824
childrens party house	620 sw zoo pkwy	Kayla Fellers	251-6824
westlake shelter house	633 sw blaisdell dr	Kayla Fellers	251-6824
snyders cabin shelter house	800 sw porter rd	Kayla Fellers	251-6824
cypress ridge golf course pro shop	2533 sw urish	Kerry Golden	251-6835
cypress ridge golf course maintenance bldg	2533 sw urish	Kerry Golden	251-6835
lake shawnee golf course clubhouse	4141 se east edge rd	Kerry Golden	251-6835
lake shawnee golf maintenance bldg	4141 se east edge rd	Kerry Golden	251-6835
forbes golf course pro shop	700 sw capehart	Kerry Golden	251-6835
forbes gc maintenance bldg	700 sw capehart	Kerry Golden	251-6835
dornwood ball diamonds (concessions & restrooms)	2500 se highland ave	Riley Shafer	251-6812
rueger park softball complex	2801 S Kansas Ave	Riley Shafer	251-6812
shawnee north concessions	300 ne 43rd	Riley Shafer	251-6812
bettis sports complex	3025 se croco rd	Riley Shafer	251-6812
lake shawnee marina	3320 se dock dr	Riley Shafer	251-6812
lake shawnee heated dock	3320 se dock dr	Riley Shafer	251-6812
lake adventure cove concessions	3110 se croco rd	Riley Shafer	251-6812
amphitheater @ gage park	4200 SW Westlake Dr.	Riley Shafer	251-6812
garfield pool bldg	1600 ne quincy	Shawn Osbourne	251-6810
hillcrest pool bldg	1800 se 21st	Shawn Osbourne	251-6810
midwest health aquatic cntr	2201 sw urish rd	Shawn Osbourne	251-6810
shawnee north pool bldg	300 ne 43rd	Shawn Osbourne	251-6810
blaisdell family aquatic center	4201 sw reinisch pkwy	Shawn Osbourne	251-6810
rossville buehler rec bldg	714 main, rossville	Shawn Osbourne	251-6810
rossville swimming pool	714 main, rossville	Shawn Osbourne	251-6810

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 _____