

REQUEST FOR QUOTATION  
SUBMIT BID TO  
PURCHASING DIVISION  
SHAWNEE COUNTY COURTHOUSE  
Room B-27  
Topeka, Kansas 66603

QUOTATION NO.	042-19	VENDOR _____
DATE MAILED	05-02-19	ADDRESS _____
CLOSING 2:00 P.M.	05-17-19	PHONE _____

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**THIS IS NOT AN ORDER**

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1. In communications always refer to the above quotation number.
2. In order to receive consideration, one copy of this request for quotation with your bid properly filled in must be signed and returned by the specified closing date.
3. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Contracts or purchase orders resulting from this quotation may not be assigned without written prior consent of the Purchasing Division.
5. The Purchasing Division reserves the right to accept or reject any part of, or all of, any bid or proposal.
6. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
7. Failure to respond to RFQ may result in termination of future mailings.
8. Price quoted shall remain firm for thirty (30) days after bid closing date.

ITEM AND DESCRIPTION

Shawnee County is soliciting sealed bids for (1) New/unused 2019 Single axle Truck & Commercial container handler with rotator per the following minimum specifications.

**Bid results will not be given over the telephone. Results may be obtained by attending the public bid opening or by sending a self addressed stamped envelope to the Purchasing Division with your request for bid tabulation.**

NOTE: If your company resides in a locale which has a local preference law, please state what that preference is \_\_\_\_\_. If there is no preference in your locale please answer by stating NONE. FAILURE TO RESPOND TO THIS PART OF THE SPECIFICATION MAY RESULT IN REJECTION OF YOUR BID.

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.

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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.

**BID FORMS:** Bid forms are to be completed, signed and returned to Shawnee County Purchasing Department, 200 SE 7<sup>th</sup> St., Room 201, Topeka, KS 66603. Bids shall be submitted on or before the date and time set for closing of bids. Bids must be securely sealed in an envelope addressed and marked on the outside with the name and address of bidder, quotation number and closing date in the lower left-hand corner. Bids by telephone or telegraph, or facsimile will not be accepted.

**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 with his usual signature.

**CLOSING DATE:** Sealed bids will be received until 2:00 p.m. CST, on the scheduled closing date at which time they will be opened and publicly read. The time clock stamp in the Purchasing Department will conclusively determine the time of receipt. Bids received after the scheduled closing time will not be considered. Bids that do not carry proper identification may be rejected. The Purchasing Division will accept no responsibility for the premature opening of a bid not properly identified on the outside of the envelope.

**MODIFICATION OF BIDS:** Bids already submitted may be modified by letter or telegraph provided modification request is received in the Purchasing Division prior to the time set for closing of bids.

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**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.

**NOTICE TO SUCCESSFUL BIDDERS:** The successful bidder will be notified by letter or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**TITLE: All titles shall be made out to; Shawnee County, 200 E 7th, Topeka, KS 66603.**

**Shawnee County is requiring the vehicle to have a temporary 60 day tag included from day of delivery.**

**NOTICE TO UNSUCCESSFUL BIDDERS:** Unsuccessful bidders will not be notified.

**NOTE:** 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 be written notice, terminate the contract OR purchase order. The success 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

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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 Request for Quotation, 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 Request for Quotation 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.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

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## TECHNICAL SPECIFICATIONS

### **TRUCK CHASSIS:**

#### **ENGINE:**

The engine shall be diesel fueled wet sleeve design with a minimum of 9.0 L at 300hp, turbo exhaust brake controlled from a dash mounted switch. The engine shall have a low oil pressure and high engine temperature engine shut down system. The engine must use an S.C.R. system to achieve compliance with E.P.A. 2019 emission standards. The fan will have a Horton two speed air operated clutch. The DEF tank shall be 11 gallons minimum of usable volume, located on LH side under cab. Exhaust must be RH under the cab DPF/SCR w RH SOC vertical tailpipe. Shall have engine mount air cleaner w/constant torque SS clamps, pop-up air flow restriction indicator. Shall have Immersion engine block heater 120V 1500W with plug under door. Shall have multi-function engine connector for body builder; body builder harness to EOF for customer installed remote throttle control. Shall have 160 amp alternator; must have filter/water separator 12V preheat. Starter shall be 12V electrical system w/centralized power distribution. Batteries shall be 3 threaded post (700) 2100 CCA dual purpose. Battery box shall be cantilever aluminum BOC w/ fiberglass cover. Located on RH side.

#### **WEIGHT:**

The unit shall have a total GCW of no less than 28,000 pounds.

#### **WHEELBASE:**

The unit shall have a minimum CA of 100". This may change for adding a 24" platform for tool box between cab and container bed.

#### **AXLES AND SPRINGS :**

The unit must have a Dana Spicer Front axle rated 10,000 pounds minimum standard , or approved equivalent. The front springs must have a capacity of not less than 10,000 pounds with shock absorbers, with maintenance free elastomer spring pin bushings; The unit must rear axle rated at not less than 20,000 pound capacity, with internal lube pump & wheel to wheel differential lockouts, in rear axle, or approved equivalent

#### **TIRES & WHEELS:**

**Front:** Accuride 22.5 x 12.25 Steel Armor powder coat, hub pilot mount, 5-hand holes. M854 385/65R22.5 18 PR or approved equal.

**Rear:** Accuride 22.5 x 8.25 Steel Armor powder coat, hub pilot mount, heavy-duty 5-hand holes. 11R22.5 16 PR or approved equal.

#### **STEERING:**

The unit shall have dual power steering gears 10K power steering cooler shall be radiator mounted.

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**TRANSMISSION:**

The unit shall have a push button 6 speed Allison 3000RDS with PTO adaptor for PTO pump. Shall be limited to 860 lb-ft. Shall include shift control, transmission oil temperature gauge, heat exchanger & oil level sensor. Shall have heavy-duty center bearing driveline.

**FRAME & EQUIPMENT:**

The unit shall have a heavy duty reinforced frame. Frame rails shall be 10 ¾" x 3 ½ x 3/8" steel, The bumper shall be straight steel, painted channel. Shall have two front mounted forged tow hooks and one rear center mounted forged tow hook or "D" ring, each rated for the weight of the fully loaded truck; Front mud flaps shall be extra wide for use w/ tires that are wide base singles; huck bolts throughout frame where possible. Shall have 50 gallon fuel tank LH under cab. Non-polished DPF/SCR diamond plate with step. Quarter fenders: Black polypropylene w/ painted steel brackets, single post mounted.

**BRAKES:**

Front brakes shall be 22K Bendix ES S-Cam 16.5x6 in. Drums: 22k lbs, 16.5x6 in Cast, with slack adjusters. Rear dual brakes shall be Bendix 16.5x7, with automatic slack adjusters. Bendix ES S-Cam Drums: CastLite. Bendix 6S/6M anti-lock brake system w/air traction control.

Air compressor shall be Cummins 30.4 CFM ISL or approved equivalent, Air dryer shall be Bendix AD-IS Extended Purge heated, or equivalent, to be located inside RH rail BOC; moisture ejection valve w/ pull cable drain.

**CAB:**

The unit must have aluminum & fiberglass fully hucked conventional cab/ with all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Shall have cab door bearing blocks, top & bottom. Hood shall be straight unitglas w/ split fenders, with the top factory painted with anti-glare flat black, with radiator mounted grill, mud flaps, & separate bumper. **Cab must have air ride (air bag) suspension.** Shall have multi-plex wiring; two spare switches wired to power. Driver & Passenger seats shall be an air suspension high back with lumbar support and vinyl upholstery with dual armrests. Seat belt shall be ORANGE. Cab heater with integral defrosters & AC 45,000 btu cab heater. Shall have AM/FM/WB/USB radio and Bluetooth. Shall have under dash center console with cup holder & two 12V outlets. Shall have electric LH & RH door locks. Dual mirrors shall be heated & motorized and cowl mounted; 7" x 13" w/ chrome shell; LH/RH convex mirrors 5" x 7". Shall have one single convex mirror 8 ½" x 4 7/16" located on rider side, non-heated. Shall have one piece windshield with curved glass. Shall have exterior aerodynamic sun visor w/ integral marker lights; 2" rubber wheel well fender extension; severe service reinforcements for aluminum cab sill; and Link Cabmate suspension. Shall have extended life halogen headlamps; electric backup alarm. Shall have adjustable telescoping tilt steering column. The instrument panel shall have speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary & secondary air reservoir gauges & air application gauge. Shall have engine oil temperature gauge w/ integral warning light, and fuel filter restriction gauge. DEF level gauge and warning lamp; engine hour meter and outside air temperature readouts. Shall have self cancelling turn signals w/column mounted headlight dimmer switch & intermittent

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wiper control. Shall have LED turn signals mounted on fender; LED stop, turn, tail: flange mounted with two LED backup lights and with and LED license plate. Shall have dual flush floodlights; marker lights mid frame & reflectors mounted stand out. Shall have cab access grab handles LH/RH, inside doorframe above dash, and long grab handles RH/ LH side of cab. Shall have daylight door: LH/RH included RH peeper window. Shall have bug screen mounted front of grille. Shall have firewall mounted HVAC system for accessibility. Must have DOT safety kit included with truck upon delivery. Must have air line coupler & hose that reaches farthest axle to air up tires. This must be able to attach to the main air tank with easy access to the driver.

**PAINT:**

DuPont Imron Polyurethane Enamel White

**WARRANTY: Warranty pricing MUST reflect pricing for a chassis to be used in a refuse application. Warranties that are misquoted for use in a non refuse application and are not of adequate coverage according to the Original Equipment Manufacturer shall become the financial responsibility of the vendor.**

**SERVICE:**

The vendor shall give any information as to how long they have been involved with the product, and how they plan to support the vehicle after delivery. Give hours of operation, mobile phone numbers for after hour services and describe parts and services available. Warranty repair facility shall be within 60 mile radius of Topeka, Kansas.

**TECHNICAL SPECIFICATIONS CONTAINER HANDLER BED**

**HOIST FRAME:**

The hoist shall carry a manufacturer's rated capacity of 8,000 lbs lifting, 4,000 lbs hauling & 4,000 lbs on the rotator. **Rotator must revolve 360 degrees.** It shall be capable of carrying 1yd Front load to 8yd Rear load containers.

**HYDRAULIC SYSTEMS:**

Hydraulic power shall be by a 17.5 gpm priority flow divider valve plumbed into the hydraulic system for the container handler bed.

The three spool control valve shall have a 17.5 gpm capacity bypass pressure relief valve, factory set at 1850 PSI max.

Hydraulic tank with 32 gallon capacity with sight glass and ball type shut off valve.

Controls for the bed & valve shall be located inside the cab attached to the right side driver seat or arm rest. Also must have exterior controls left-side adjacent to the driver's door.

**Rotator shall rotate 360 degrees.** Also shall be able to dump into 30 yd roll-off container.

Hydraulic hoses shall be abrasion resistant material.

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**LIGHTS & ACCESSORIES:**

All bed lights shall be LED type, Stop, Tail, Turn and Work lights. Must have 2 work lights on upper frame assembly facing backwards with front and right rear strobe lights. Call for any questions on this.

Must have DOT compliant rear bumper with reflective Red & White tape. **Audible back-up alarm**

24" platform with tool box between bed and rear of cab.

Shall have a single safety hoist prop.

Poly half round fenders.

**PAINT FINISH:**

Complete unit shall be cleaned with all weld slag removed.

The finish coat color shall be standard factory black to match the truck frame.

**MOUNTING:**

All installation shall be done by either the manufacturer at said manufacturer's Place of business or at an authorized dealer's location.

Mounting shall be to chassis and tilt frame manufacturer's engineering specifications.

**OPERATING MANUALS:**

One complete set of Maintenance, Service and Repair manuals or CD-Rom or Thumb drive of each for chassis and cab & also rotator container bed.

**SERVICE:**

The vendor shall give any information as to how long they have been involved with the product, and how they plan to support the vehicle after delivery. Give hours of operation, mobile phone numbers for after hour service and describe parts and services available.

**GENERAL SPECIFICATIONS:**

**Pre-delivery Service:**

The truck and all components shall be free of leaks and fully operational with all adjustments made prior to delivery.

**Repair and Parts Manuals:**

Supplier shall furnish two sets of repair and parts manuals on a Thumb drive for the truck and bed & controls.



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**Technical Services:**

Supplier shall provide the services of a competent technician thoroughly trained in the use, operation and preventive maintenance for a period of one working day.

**Warranties:**

**Bidder shall furnish as part of their bid a copy of the Standard Factory Warranties. This shall include all electrical, drive train, engine, transmission and the 2019 emission control system.**

**Shawnee County Solid Waste is requiring an extended warranty & service contract for (5) years beyond the Factory warranty on ALL of the following components: truck chassis, engine, electrical components, emissions (SCR) system, transmission and driveline. This shall include all service, labor and parts. Dealer must be within 60 miles of Topeka.**

**Delivery:**

Delivery shall be within 180 days from the date a purchase order is issued to the winning bidder. Delivery shall be to: Shawnee County Solid Waste Maintenance Shop, 1515 NW Saline Street; Topeka, Kansas.

**Liquidated Damages:**

Owner and Vendor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Equipment is not completed / delivered within the time specified. They also recognize the delays, expense and difficulties involved in proving in legal proceedings the actual loss and increased maintenance costs suffered by Owner if the equipment is not completed and delivered on time. Accordingly, instead of requiring any such proof, Owner and Vendor agree that, as liquidated damages for delay (but not as a penalty), Vendor shall pay Owner: \$ 50.00/calendar day/vehicle for each calendar day beyond the 180-day delivery period that a vehicle is not received by Owner at the location listed above.

All bids received on or before the specified bid closing time and date shall be publicly opened, read aloud 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 heads and the architect or engineer as applicable shall make this determination jointly. 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.

If additional information is required, please contact Todd Hazard, Fleet Supervisor; Shawnee County Solid Waste, 1515 NW Saline Street, Suite 150, Topeka, Kansas, 66618-2844; Telephone No. (785)-233-4774, ext. 6059; Cell No. (785)-213-9339; Facsimile No. (785)-291-4946.

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Michele Hanshaw, Purchasing Agent

SHOW TERMS \_\_\_\_\_

DELIVERY WILL BE MADE \_\_\_\_\_

F.O.B. \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**BID RESPONSE:** The bid response shall include complete warranty/product support information, including printed manufacturing specifications, published literature, and photos or illustrations of units that the bidder proposes to furnish.

**EXCEPTIONS:** Any exceptions or variances to the exact bid specifications stated herein shall be listed on a separate page clearly marked "Exceptions:" Failure to do so may result in rejection of the bid.

**BID EVALUATION:** The County reserves the right to reject any bid. Bid evaluation criteria will include, but not be limited to the following:

1. Compliance to bid specifications
2. Purchase price
3. Owner's experience with performance of manufacturer's equipment and after purchase service
4. Location of nearest dealer/repair facility
5. Warranty terms
6. References on performance of manufacturer
7. Design and quality of construction
8. Financial stability of manufacturer

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**SCHEDULE OF PRICES**

<u>Item</u>	<u>Quantity</u>	<u>Bid Price</u>
2019 Single axle Truck & Commercial container handler with rotator	1	\$_____
<hr/>		
State Make and Model of Truck Chassis		
<hr/>		
State Make & Model Commercial container handler with rotator		
<b>Trade-in Vehicle:</b>		
SW-105, 2004 IHC 4300 4X2 DT466	Trade in Allowance	\$_____
VIN# - 1HTMMAAN14H666963		
Approximate miles 216,000		
TOTAL BID PRICE (Subtotal Bid Price minus Subtotal Trade-in Allowance)		\$_____

TOTAL BID PRICE (Printed in Words)

\_\_\_\_\_

\_\_\_\_\_  
COMPANY or FIRM NAME

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**PLEASE SUBMIT THE ORIGINAL AND A COPY OF YOUR BID**

**PLEASE SUBMIT THIS AS THE FIRST PAGE OF YOUR BID**

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44-1030

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.

44-1031. 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.