

REQUEST FOR QUOTATION
SUBMIT BID TO
PURCHASING DIVISION
SHAWNEE COUNTY COURTHOUSE
200 SE 7th St, Room 201
Topeka, Kansas 66603

QUOTATION NO.	067-19	VENDOR_____
DATE MAILED	09-04-19	ADDRESS_____
CLOSING 2:00 P.M.	09-23-19	PHONE_____

THIS IS NOT AN ORDER

1. In communications, always refer to the above quotation number.
2. In order to receive consideration, the original and one copy of this request for quotation with your bid properly filled in. It 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. Shawnee County reserves the right to accept or reject any part of, or all of, any bid or proposal.
5. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
6. Failure to respond to RFQ may result in termination of future mailings.
7. Price quoted shall remain firm for thirty (30) days after bid closing date.

ITEM AND DESCRIPTION

Shawnee County is soliciting sealed bids for the application of Aquatic Herbicide for the treatment of Eurasian Aquatic Milfoil at Lake Shawnee 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. Bid results will be posted on our website at our earliest convenience.
www.snco.us/purchasing/bid_results.asp

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 7th 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, facsimile or email 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 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.

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 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

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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.

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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 Tom Hammer, Park Supervisor, at 785-251-6863.

Michele Hanshaw, Purchasing Specialist

SHOW TERMS _____

DELIVERY WILL BE MADE _____

F.O.B. _____

SIGNED _____

PRINTED NAME _____

TITLE _____

PHONE _____ FAX _____

E MAIL _____

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SPECIFICATIONS
1. PURPOSE
2. BACKGROUND
3. SONAR TREATMENT PROGRAM
4. TREATMENT PRESCRIPTION FOR LAKE SHAWNEE
5. FLURIDONE MONITORING PROGRAM
6. COST QUOTATION REQUIREMENTS
7. <u>MANDATORY</u> SITE INSPECTION
8. QUESTIONS FROM BIDDERS
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11. BIDDER QUALIFICATIONS
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13. POST AWARD MEETING(S)
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ATTACHMENT B – CUSTOMER REFERENCES

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1. PURPOSE

1.1. Shawnee County Parks + Recreation (SCP+R) requires a contractor to provide AQUATIC HERBICIDE APPLICATION SERVICE for the treatment and control of Eurasian Water Milfoil (EWM) on Lake Shawnee, in accordance with the following specifications and the attached SCP+R General Terms and Conditions.

1.2. Awarded Contractor shall provide all labor, equipment and materials, necessary to successfully complete the required aquatic herbicide application in accordance with the specifications contained herein.

1.3. It is SCP+R's intent to enter into a single agreement to provide the services described herein, as is determined to be in the best interests of SCP+R and Shawnee County. SCP+R intends to use the awarded contract, while reserving the right to obtain service from other sources or perform the services in-house.

1.4. SCP+R is seeking proposals for a whole lake treatment with Sonar* Genesis Aquatic Herbicide for management/control of EWM at Lake Shawnee. Proposal submissions must include the following treatment program to be eligible.

2. BACKGROUND

SCP+R is responsible for the care of Lake Shawnee for the benefit and enjoyment of our patrons. EWM is negatively impacting leisure activities on Lake Shawnee and must be controlled.

3. SONAR TREATMENT PROGRAM

Treatment will be completed with Sonar* Genesis Aquatic Herbicide EPA Reg. 67690-54, and will be completed by a company currently enrolled as an SePRO Preferred Applicator trained in the proper use and stewardship of SePRO aquatic products. A Kansas Aquatic Pesticide Applicator license is required for applicator on this contract. The contracted company will need coverage under the Kansas NPDES Pesticide General Permit to enable completion of any bump treatments required.

Total lake water volume, estimated at 7,256 acre-feet, will be used in the initial Sonar dose calculation for this project unless a thermocline is present. Monitoring of Sonar concentrations will be conducted using FasTEST Enzyme-linked Immunoassay (as specified below) with results to be provided by the contractor/applicator to Tom Hammer, Park Supervisor, 785-251-6863 within seven (7) days of receipt of FasTEST results throughout the project.

4. TREATMENT PRESCRIPTION FOR LAKE SHAWNEE

The initial target concentration of fluridone will be 5 ppb. Initial treatment will consist of accurately applying sufficient quantity of Sonar* Genesis Aquatic Herbicide to achieve a lake-wide average concentration of 5 ppb, verified by FasTEST samples collected as described in Sonar Monitoring Program below. Application is to be completed with the use of GPS guidance systems with properly calibrated application equipment. If target concentration has not been attained, addition of Sonar* Genesis calculated to bring the concentration to the original target of 5 ppb will be completed within fourteen (14) days of receiving FasTEST results. If this additional Sonar application is necessary, an

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additional FasTEST sampling will be conducted within seven (7) days following that application to verify the target concentration has been reached. After establishment of a target concentration of 5 ppb, the FasTEST monitoring schedule will begin as described in the Sonar Monitoring Program section. Following the initial treatment, the concentration will be bumped back to 5 ppb following either the fourteen (14) or twenty-one (21) day FasTEST analysis. This bump will be calculated to bring lake-wide average concentration back to 5 ppb. Following the first bump back to 5 ppb, Sonar concentration will be maintained for a minimum of ninety (90) additional days at a level of at least 3 ppb. Within sixty (60) days after the first bump, all bump applications will be calculated to bring Sonar lake-wide average concentration to 4 ppb. In the event that no viable EWM plants or root crowns are detected sixty (60) days after the first bump, there may be no further need for bump treatments to sustain greater than 2 ppb for the last thirty (30) days of the treatment period.

5. FLURIDONE MONITORING PROGRAM

Water samples will be collected and analyzed using FasTEST to document Fluridone concentration within the lake at five (5) sample stations. The first set of water samples will be collected three (3) days after initial Fluridone treatment to document the initial concentration in the lake. Assuming the target concentration is achieved, water sample collection will continue at designated stations fourteen (14), twenty-one (21), forty-two (42), sixty (60), and ninety (90) days after initial treatment. Contractor will consult with a SePRO Aquatic Specialist to discuss milfoil conditions, FasTEST results, and planned Sonar* Genesis bump treatment rates prior to initiating additional bump treatments. A temperature and dissolved oxygen profile must be completed prior to all applications, including initial application, to identify the presence of a thermocline and volume of water to be treated. It is anticipated two (2) to three (3) additional bump applications may be required to sustain the target concentration given in this prescription and to achieve desired results. If a significant rainfall event results in rapid and significant dilution of the fluridone concentration in the lake during the project, the bump application rates and FasTEST monitoring schedule should be adjusted to document concentration does not drop below minimum concentration of 3 ppb for more than one (1) week. It will be the responsibility of the contractor to assure sufficient fluridone concentrations are sustained as outlined in this program.

6. COST QUOTATION REQUIREMENTS

Cost proposals for whole lake Sonar* Genesis treatment for Lake Shawnee must include total cost for product and services for initial application to achieve initial concentration of 5 ppb, and a per event cost for FasTEST collection, shipping and laboratory analysis of samples as described above. In order to appropriately evaluate the potential cost for additional bump applications, not included in the proposal, the contractor will provide a bump application cost (product and services) assuming a gallon of chemical is needed. It is understood that actual rates of bump treatments could range from 2-4 ppb pending site conditions, thermocline and FasTEST data results during the project, and thus actual total cost to be billed to the Client would be based on the quantity of product (i.e. ppb) required for any additional individual bump applications which might be required.

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7. MANDATORY SITE INSPECTION

- 7.1. **Bidders are required to conduct a site inspection** and survey affected areas prior to **September 17, 2019. Bidders must schedule site inspection appointments** by contacting Tom Hammer; 785-251-6863.

8. QUESTIONS FROM BIDDERS

- 8.1. Any Amendment to this procurement solicitation that may result from the mandatory site inspections will be distributed by email to contractors that scheduled and attended a meeting.

9. SCOPE OF WORK - GENERAL

- 9.1. Contractor shall provide all labor, equipment and materials, and any other items necessary or incidental to successfully complete the required aquatic herbicide application in accordance with the specifications contained herein.

- 9.2. **WORKING HOURS:** Normal working hours shall be Monday through Friday, 8:00 am to 4:00 pm, except holidays. Contractor must obtain prior approval from SNCOPR for other working hours. Due to public use of the lake on weekends and holidays, work on these days is generally discouraged.

- 9.3. **LABOR:** Contractor shall furnish a crew consisting of a minimum of (2) two persons per boat. The contractor shall have at least one Kansas certified applicator on site during the operation.

- 9.4. **BOAT:** Contractor shall furnish spray-boat.

- 9.4.1. Airboats are recommended to allow better access to shallow areas.

- 9.4.2. Spray-boat shall be required to have all applicable safety equipment (Fire Extinguisher, Type II PFDs, etc.).

- 9.5. **SPRAY EQUIPMENT:** Contractor shall furnish suitable spray equipment.

- 9.5.1. Injector type herbicide delivery systems, venture-type mixing equipment, peristaltic pumps, and/or tank mixing of herbicides and surfactants will be acceptable. Sprayer pumps may be injector or mixer type equipment. Boom mounted sprayers will be acceptable for use in open water applications.

- 9.6. **DAILY SPRAY LOG:** Contractor(s) shall submit to the designated SNCOPR staff a daily spray log detailing each day's activities.

- 9.7. **COMPLIANCE WITH LAWS, ORDINANCES, STATUTES, and REGULATIONS:** Contractor shall adhere to the following:

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9.7.1. Contractor shall comply with all laws, ordinances, statues and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.

9.7.2. All applications will be conducted under regulations specified by the Kansas Department of Agriculture including the use of all Personal Protection Equipment designated by the label of the herbicide being applied.

9.7.3. Contractor shall post company signs on all vehicles. All employees shall be required to carry personal identification at all times.

9.7.4. Contractor shall be familiar with the requirements of the Kansas National Pollutant Discharge Elimination System (NPDES), Pesticide General Permit (PGP) and must perform all work in accordance with permit requirements.

9.8. ENVIRONMENTAL PROTECTION: Contractor and employees shall be aware of environmental protection at all times such as the following:

9.8.1. Contractor shall include proper care in handling and transporting herbicides and surfactants as well as minimizing damage to non-target vegetation and private property adjacent to the treatment site.

9.8.2. All herbicides and surfactants will be applied in strict accordance with the respective label. Contractor will be responsible for damage to any governmental or private facilities as a result of contractor's negligence.

9.8.3. Contractor shall consider risks to fish and other aquatic life in timing and scope of each application.

9.9. IRRIGATION CONCERNS: Water from Lake Shawnee is used for golf course irrigation. In order to irrigate newly seeded turf, fluridone levels must be below 5 ppb. Irrigation will be suspended until the first three (3) day FastEST confirms that the lake-wide average is below 5 ppb.

9.10. SAFETY: All applications shall be conducted according to standards and regulations established and enforced by the Kansas Department of Agriculture.

9.10.1 Contractor shall ensure the safety of all personnel during spray operations including the proper use of all Personal Protection Equipment, PFD's, and safe operation of all equipment.

9.10.2 Work areas and equipment will be maintained in a clean, neat and orderly condition.

9.10.3 Contractor shall make every effort to ensure public safety, including the placement of warning signs, if so specified on the herbicide label, at all areas being treated.

9.10.4 Contractor shall take precautions necessary to protect persons or property against injury or damage, and be responsible for any such injury or damage.

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10. HERBICIDE REQUIREMENTS

- 10.1. Contractor is responsible for storage of herbicide.
- 10.2. Contractor will not be charged a use fee for any public boat ramp on Lake Shawnee.
- 10.3. No substitution of herbicide will be allowed without the permission of SCP+R.
- 10.4. Drift control of herbicide will be a major concern during all applications. Every effort will be made to minimize or prevent any potential damage to non-target aquatic vegetation, native terrestrial vegetation, or vegetation on private property adjacent to the treated areas.

11. BIDDER QUALIFICATIONS

- 11.1. To be entitled for consideration, bidders shall meet the following criteria:
 - 11.1.1 Shall be a company engaged in the business of providing spray-boat application of aquatic herbicides. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operational history of expertise in the relevant business and is not affiliated with a company that has that history of expertise.
 - 11.1.2 Shall have completed a minimum of three (3) projects within the last five (5) years, similar in size and scope of the project described herein.
 - 11.1.3 Shall be in good financial standing.
 - 11.1.4 Shall have available the necessary qualified personnel, skills, qualifications, organization and facilities to fulfill all requirements under this IFB and any resulting contract. Personnel knowledgeable in identifying aquatic vegetation species and the use of handheld or boat mounted GPS units to document treated areas; experience in the safe use, handling, storage and application of aquatic herbicides and operation of necessary pump equipment, outboard motors, airboat operation, and any other necessary equipment.
- 11.2. Bidder must submit a copy of their current (a) Commercial Pesticide Applicator's License and (b) Aquatic Certification by the Kansas Department of Agriculture, and must maintain active license throughout the term of any resulting contract.
- 11.3. Bidder must complete and submit Attachment A - Company Qualifications and Experience, or a reasonable facsimile, with their bid submission. Such documentation shall clearly show their ability to meet the requirements set forth in the bid submission, including their previous experience in spray-boat application of aquatic herbicides.
- 11.4. Bidder must complete and submit Attachment B – Customer References, or a reasonable facsimile, with their bid submission. References must include a minimum of three (3) references for service provided within the last two (2) years that demonstrate the ability of the

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company to perform jobs similar in scope to the size, nature and complexity of that described herein. The references shall include the: company name, address, contact name/title, telephone number, e-mail address (if available), and number of years bidder has serviced the referenced account; brief description of work performed that demonstrates ability to carry out the services described herein.

SCP+R may contact the customers on the list. SCP+R reserves the right to review and consider other known clients of the Bidder in addition to those provided and to disqualify based on unsatisfactory reports and records of services provided. **Failure to submit this documentation may cause bid to be disqualified.**

- 11.5. SCP+R reserves the right to request additional documentation from bidder if needed to support bidder's qualifications. SCP+R may waive any of the above requirements if it deems that the bidder is capable. SCP+R will be the sole judge in determining the sufficiency of the bidder's resources and ability to perform the contract or provide the service. Any Bidder failing to submit in whole or in part the above statements, attesting to its qualifications may result in a rejection of the bid of that Bidder. **Failure to submit this documentation may cause bid to be disqualified.**

12. BID SUBMISSION

The following is a list of required and requested information. Bids submitted without this information will be evaluated accordingly. **Failure to comply with requirements shall result in disqualification**

- 12.1 Bidder to thoroughly examine this solicitation document and understand the work to be performed under the Contract.
- 12.1.1 Bidder shall visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance or completion of the work to be performed under the Contract.
- 12.1.3 Bidder to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or completion of the Work to be performed under the Contract.
- 12.1.4 Bidder to study and carefully correlate Bidder's knowledge and observations with the Contract and other related materials.
- 12.1.5 Bidder to promptly notify SCP+R of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract and related materials.

13. POST AWARD MEETING(S)

The awarded vendor shall meet with SCP+R representatives at the project site(s), PRIOR to beginning any work. The date, time and location of the meeting will be set by mutual agreement following award of the contract.

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ATTACHMENT A – COMPANY QUALIFICATIONS AND EXPERIENCE

Bidder shall clearly show their ability to meet the requirements set forth in the bid submission. (See Specification, Section 11 – Bidder Qualifications).

This page or a reasonable facsimile should be returned with the bid submission. Failure to submit this information may result in the bid being considered non-responsive.

Company Name:	
Principal place of business (<i>Corporate Headquarters</i>):	
Address:	
City, State, Zip:	
Facility responsible for servicing the contract:	
Address:	
City, State, Zip:	
Contact Person regarding Vendor's bid submission to the solicitation:	
Name / Title:	
Phone Number:	
E-mail Address:	
Number of Years in Business:	
Indicate if your company or any of its subsidiaries filed or met the criteria for bankruptcy within the last five years.	
____ Yes ____ No If yes, explain.	
Documentation of Company Qualifications and Experience:	
Bidder is to address the following: <ul style="list-style-type: none"> • Provide a brief description of related or similar services performed within the last three (3) years. • Provide a brief description of present commitments for related or similar services. • Managing related or similar services of the same size and scope. Attach additional page as needed.	

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ATTACHMENT B – CUSTOMER REFERENCES

Bidder shall provide a minimum of three (3) customer references for which they provided similar work as that described in this RFQ within the last two (2) years. References to include the information listed below. Failure to submit this documentation may cause bid to be disqualified. (See Specification, Section 11 – Bidder Qualifications).

Company Name:	
Company Address:	
Contact Name / Title:	
Telephone Number:	
E-mail Address:	
Years of Service Provided:	
Name of Job Site / Facility:	
Brief Description of Service Performed:	

Company Name:	
Company Address:	
Contact Name / Title:	
Telephone Number:	
E-mail Address:	
Years of Service Provided:	
Name of Job Site / Facility:	
Brief Description of Service Performed:	

Company Name:	
Company Address:	
Contact Name / Title:	
Telephone Number:	
E-mail Address:	
Years of Service Provided:	
Name of Job Site / Facility:	
Brief Description of Service Performed:	

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Item Being Bid	TOTAL BID PRICE
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Initial application of herbicide	\$_____
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Bump Applications of Herbicide	\$_____
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TOTAL BID PRICE (PRINTED) _____

_____ COMPANY or FIRM NAME	BY: _____
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(Please send 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 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.

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.