

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of Chapter 3 of the Code of the City of Hutchinson, Kansas, 1988, and any subsequent amendments thereto and provisions of K.S.A. 44-1030 and 1031, as amended, including subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (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, disability, 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. 44-1031, and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
(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 canceled, terminated or suspended, in whole or in part, by the contracting agency; and
(5) the Contractor shall include the provisions of subsections (a) 1 through 4 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base Contract before signing thereof and acceptance of the terms of this certificate.

Date

Name of Contractor

By _____
Name and Title

CERTIFICATION OF PAID PERSONAL AND REAL ESTATE TAXES

In compliance with City of Hutchinson purchasing policies, the following certification on property owned within Reno County must be completed and returned with the quotations in accordance with the City's policy on delinquent property taxes.

A. _____ "The owner(s) or corporation hereby certifies that all personal and real estate taxes within Reno County are paid."

B. _____ "No property is owned by the owner(s) or corporation within Reno County."

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME OF SIGNEE: _____

TELEPHONE NUMBER: _____

TITLE OF SIGNEE: _____

PLEASE NOTE: This form is to be attached to the proposal when the quotation is submitted.

REQUEST FOR PROPOSAL
SPECIFICATIONS
PROPOSAL 21-43

SCOPE OF WORK: Vendor shall agree to provide equipment for the City of Hutchinson for a MINIMUM OF twelve (12) month time period (with delivery on or before January 1, 2021). The vendor shall be required to provide the following at the bid prices indicated:

Equipment shall be:

- ❖ Lease shall include forty (40) each E-Z Go RXV ELITE golf carts
- ❖ Carts to be platinum in color with grey seat and black sun top
- ❖ Carts to include fold-down windshield
- ❖ Vendor to supply two (2) sand bottles per cart
- ❖ Vendor to supply (1) roof mount message holder per cart
- ❖ Carts to have number decals on each side
- ❖ Vendor to include current Carey Park Logo on front of each cart
- ❖ Carts to have four-ply tires
- ❖ 48 volt AC motor
- ❖ 48 volt DC, 60 amp-hour Lithium Ion Batteries
- ❖ Carts to have automatic electro-magnetic braking system
- ❖ Carts to have wheel covers
- ❖ 746 Watt, 48VDC Battery chargers with 10' minimum cord length from charger to cart.
- ❖ Vendor shall supply (1) handheld diagnostic tool
- ❖ Cart delivery on or before January 1, 2021.
- ❖ Vendor to supply a copy of cart warranty

OBLIGATIONS OF CONTRACTOR: Successful vendor shall agree to provide the City of Hutchinson with equipment at the per month bid price. No additional charges may be assessed for taxes, transportation or other charges. Vendor shall include in bid price delivery and pickup of equipment to and from Carey Park Golf Course, 9 Emerson Loop East, Hutchinson, Kansas, 67501. Vendor shall maintain the leased equipment in first class mechanical condition and appearance, as determined by the City, included, but not be limited to, mechanical repairs. All maintenance shall be furnished by the City. In the event the leased equipment is out of service for a period in excess of 48 consecutive hours, or is in need of repair or maintenance work which is reasonably expected to keep it out of service for more than 48 consecutive hours, the vendor will provide the City with a suitable substitute equipment at no additional charge.

Vendor must be able to provide additional carts for tournaments at the bid price.

TERMS OF AGREEMENT AND CANCELLATION: The Contract will be subject to the following: An agreement will be entered with the successful vendor for an original period of January 1, 2021 to December 31, 2021. Terms effective through those dates and renewable by mutual consent of the contractor and the City of Hutchinson each month for a period not beyond December 31, 2024.

The fee for services shall remain firm for the entire contract period except through written petition to the Purchasing Manager of the City of Hutchinson stating reasoning for requesting the increase. This petition shall be reviewed and up to the discretion of the City for approval or disapproval. Should the petition be disapproved, termination of the contract may be initiated through the terms herein stated.

The City reserves the right to cancel any agreement if the successful bidder fails to render satisfactory services. Contract may be terminated by the City if the contractor does not, in the opinion of the City, satisfactorily perform the services as indicated herein the document of Specifications. All contract cancellations are final with no exit clauses. The notice of termination will be in written form to the contractor. In addition, either party may terminate this agreement by giving a thirty (30) day written notice by registered mail.

ACCEPTANCE OR REJECTION OF PROPOSALS: The City of Hutchinson reserves the right to reject any or all bids, part or parts of any bids, and to waive formalities. The City also reserves the right to award all or any part of the order to a vendor, whichever incurs the lowest cost to the city and to abide by all City Purchasing Policies.

GENERAL CONDITIONS:

1. The City reserves the right to accept or reject any or all bids, and any part of parts of any bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid. Bids must be properly submitted on the "Proposal Form" supplied by the City. When called for, bids must be itemized unit by unit in addition to a total net bid.
2. All proposals shall be valid for a period of forty-five (45) days following the opening of the proposals. The City of Hutchinson is exempt from payment of sales tax, except for specific circumstances. For further information contact the City Clerk's Office (694-2614). Proposals should be made without sales tax.
3. Payment will be made for each month within 21 days of completion of said services and receipt of invoice. The City shall not be obligated to make any payments to the contractor by the terms of this contract except those payments that can lawfully be made from funds budgeted and appropriated for the purpose during the City's current budget year or from funds made available from any lawfully operated revenue producing source.
4. Payment will be made in twelve (12) equal monthly for each year of the contract.
5. The vendor shall maintain the leased vehicle in first class mechanical condition and appearance, as determined by the City, included, but not be limited to, mechanical service, oil, grease, tire replacement and anti-freeze. All maintenance and other service shall be furnished promptly and to the satisfaction of the City.
6. In the event the leased vehicle is out of service for a period in excess of 48 consecutive hours, or is in need of repair or maintenance work which is reasonably expected to keep it out of service for more than 48 consecutive hours, the vendor will provide the City with a suitable substitute vehicle at no additional charge.
7. The term of this agreement shall be from January 1, 2021 to December 31, 2021, with a 12 month renewable option by mutual consent of the vendor and the City of Hutchinson for a period not beyond December 31, 2024. At the conclusion of the Agreement the City shall have the option to purchase the leased vehicle for the sum specified on the quotation form; in the event such option is not exercised, the City shall forthwith surrender such vehicle to the vendor.
8. The City shall pay for all tire repair and for all gasoline or other fuel suitable to the vehicle.
9. The City shall, at the termination of this lease, surrender the leased vehicle to the vendor in good mechanical and cosmetic condition, reasonable wear and tear excepted; provided, that in the event the leased vehicle is destroyed or damaged beyond economical repair, the obligation of the City shall be to pay to the vendor a sum equal to the trade-in value of the vehicle on the date of such destruction or damage.
10. The City shall hold the vendor harmless for claims arising out of operation of the vehicle by officers, employees or agents of the City; provided, that this provision shall not apply to any claim or defense based wholly or in part on the vendor's failure to furnish maintenance required hereunder or upon the vendor's negligent or wrongful performance of such duty.
11. Specifications shall be construed as a minimum. Should the services offered exceed the specifications, it shall be acceptable.
12. The City reserves the right to waive minor deviations from the specifications and to select that service which the City deems to be acceptable for its use.
13. The laws of the State of Kansas prohibit municipalities from making purchases from vendors that do not comply with K.S.A. 44-1030 as amended by Chapter 194 of the 1972 Session Laws, commonly known as "Contract Compliance- The Kansas Act Against Discrimination." Therefore, the City

invites quotations only from those vendors who are in compliance with this act and who agree to observe the provisions of the Kansas Act Against Discrimination.

14. During the performance of this contract, the contractor/vendor will not discriminate against any employee or applicant for employment because of race, sex, religion, color, age, national origin, ancestry or physical handicap, unless based upon a bonafide occupational qualification. The contractor/vendor will take affirmative action to ensure applicants are employed, and that employees are treated during employment without regard to their race, sex, religion, color, age, national origin, ancestry or physical handicap.
15. The attached statement on property owned within the City of Hutchinson must be complete and returned with the quotation in accordance with the City's policy on delinquent property taxes. "The City reserves the right to reject all bids from bidders who are delinquent in personal or real estate property taxes to Reno County, Kansas."
16. Whenever the City of Hutchinson lets quotations for goods or services, and the low quotation is submitted by a vendor domiciled outside of Reno County, a vendor domiciled inside Reno county may be deemed the preferred vendor and awarded the quotation if:
 1. The quality, suitability, and useability of the goods or services are equal and fully comply with the minimum quotation specifications, and the vendor has the capability to adequately service the product.
 2. The amount of the quotation of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low quotation if the low quotation is under \$10,000, or not more than 3% greater than the amount of the low quotation if the low quotation is greater than \$10,000.
 3. The quotation does not pertain to new construction or involve State or Federal Funding.
 4. The vendor domiciled within Reno County is willing to match the quotation price offered by the low vendor domiciled outside of Reno County within 24 hours of official notification unless circumstances warrant additional time as determined by the City Manager.

THE CITY OF HUTCHINSON RESERVES THE RIGHT TO REJECT PART OR ALL OF ANY BID AND TO WAIVE FORMALITIES. ALL BIDS ARE SUBJECT TO PURCHASING POLICIES SET BY THE CITY COUNCIL OF HUTCHINSON. THE CITY OF HUTCHINSON RESERVES THE RIGHT TO DIVIDE PURCHASES AMONG VENDERS TO ACCOMPLISH THE BEST GROSS PRICE AND TO MAKE THE FINAL DECISION AS TO ACCEPTABILITY OF QUALITY AND PRICE. ALL VENDORS DOING BUSINESS WITH THE CITY OF HUTCHINSON SHALL ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS.