

SEALED BID - #21-01

Sealed bids will be received in the Office of the City Purchasing Agent **prior to 1:00 P.M., Tuesday, October 27, 2020.** "Request for Formal Bid" form must be used to submit your bid for:

UNIFORM RENTAL/CLEANING SERVICES

AS PER SPECIFICATIONS

F.O.B. City of Hutchinson, Hutchinson, Kansas

Bids will be opened after 1:30 P.M., in the Public Works Conference Room A, 1500 South Plum, Hutchinson, Kansas.

Specifications and Bid forms are available on the City of Hutchinson Website: www.hutchgov.com or if you are unable to access the bid on the website, they are also on file in the office of the City Purchasing Agent, 1500 South Plum, Hutchinson, Kansas and may be obtained at no charge either at the pre-bid conference or by notifying Central Purchasing at (620) 694-1973 following the pre-bid conference.

A PRE-BID CONFERENCE will be held on Wednesday, October 14, 2020, at 3:00 p.m. Please meet at the Hutchinson Public Works Building, 1500 South Plum, Hutchinson, Kansas in Conference Room A. This meeting is recommended, but not mandatory.

BID SECURITY in the amount of five per cent (5%) of the bid **MUST** be submitted with each bid. Bid security shall be by Bid Bond, Cashier's Check, or Bank Draft.

Bids are to be made on the attached REQUEST FOR BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper right portion of this sheet (to avoid premature opening of the bid), and returned to the Central Purchasing Office (see address on bid form). **Failure to mark your Bid may cause your bid to not be considered during official opening.** The Request for Bids Form must be fully completed, including name, signature, title, and telephone number. **Bid not submitted pursuant to the conditions set out in this request may be rejected. All bids received after the stated opening date and time will be returned unopened to the vendor.**

Dated at Hutchinson, Kansas this 8th day of October, 2020.

Carmel White, Purchasing Agent
(620)694-1973
City of Hutchinson
1500 South Plum
Hutchinson, KS 67501

**CITY OF HUTCHINSON
SEALED BID FORM**

Page 1 of 3

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

BID NO. 21-01 BID SUBMITTAL DEADLINE: 1:00 P.M. C.S.T. on October 27, 2020

PUBLIC BID OPENING TIME: 1:30 P.M. C.S.T. ON October 27, 2020

INSTRUCTIONS: THIS FORM MUST BE PROPERLY FILLED OUT AND RETURNED BY MAIL OR IN PERSON TO: The City of Hutchinson, City Clerk's Office in the Finance Department, 125 East Avenue B, P.O. Box 1567, Hutchinson, Kansas 67504-1567. **RETURN PRIOR TO 1:00 P.M. CST on OCTOBER 27, 2020.** Bids are to be made on this SEALED BID FORM, sealed in an envelope clearly marked with the BID NUMBER stated at the upper left portion of this sheet (to avoid premature opening of the Bid), and returned to the City Clerk's Office (see above address). **Failure to mark your Bid may cause your Bid to not be considered during official opening.** Bids will be publicly opened and read at the above stated time in the Public Works Conference Room, 1500 South Plum, Hutchinson, Kansas. **Bids not submitted pursuant to the conditions set out in this request may be rejected. All Bids received after the stated opening date and time will be returned unopened to the vendor.** Vendors wishing to remain on the vendor list should return this bid with a bid or a written request to remain on the vendor list. Questions may be directed to: Carmel White, Purchasing Agent, City of Hutchinson (620)694-1973 OR (620)694-2613 The City of Hutchinson reserves the right to reject part of 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 vendors to accomplish the best gross price and to make the final decision as to acceptability of quality and price.

* BID GUARANTEE. The Bid guarantee may be a Bid Bond, Cashier's Check, Certified Check or Bank Draft in the sum of five (5%) of the Bid amount as specified in the Bid. Must be enclosed with all Bids as a guarantee that the vendor will, if awarded the Contract according to the terms of his Bid, entered into the Contract within ten (10) days after the award of the Contract. Said check, bond or draft is to be made payable to the City of Hutchinson.

ITEM NO	QUANTITY	DESCRIPTION	BID PRICE
#1		Daily Base Bid per uniform set rental (per employee) including one (1) uniform shirt with name tag and city emblem and one (1) pair uniforms pants	
		Depreciation cost per article of clothing destroyed or damaged beyond repair	
		Additional discount offered for contract extension (Years 2022, 2023 and 2024)	
		Alternative to Item #1: Alternative to be for daily base bid per uniform set rental as listed in Item #1, accept all in 100% cotton.	
#2		Flame Resistant rated Long Sleeve Shirt	
#3		Cost for purchasing Name tags (purchase only)	
#4		Cost for purchasing City Emblems (purchase only)	
TOTAL BID IF ALL ITEMS LISTED ARE PURCHASED FROM YOUR COMPANY AT ONE TIME, INCLUDING ALL DISCOUNTS:			CONTINUED

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED! SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM # _____.

SIGNATURE

TITLE

ORDERING ADDRESS/CONTACT:

REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME

REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

EMAIL ADDRESS:

FAX NUMBER

**CITY OF HUTCHINSON
SEALED BID FORM**

Page 2 of 3

Please quote your delivered prices to the City of Hutchinson on items or services listed below. Consult attached minimum and general specifications for requirements. **This is not an order.**

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ITEM NO	QUANTITY	DESCRIPTION	BID PRICE
#5		Door Mat - 3' x 4' Rental	
#6		Door Mat - 3' x 10' Rental	
#7		Door Mat - 4' x 6' Rental	
#8		Laundry Bags, 29" x 38"	
#9		Mop Head - Hard frame - 18"	
#10		Mop Head - Hard frame - 24"	
TOTAL BID IF ALL ITEMS LISTED ARE PURCHASED FROM YOUR COMPANY AT ONE TIME, INCLUDING ALL DISCOUNTS:			CONTINUED

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. THIS BID FORM MUST BE SIGNED! SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM #_____.

SIGNATURE TITLE

ORDERING ADDRESS/CONTACT: REMITTANCE ADDRESS (IF DIFFERENT):

BIDDER COMPANY NAME REMITTANCE NAME

STREET ADDRESS REMITTANCE ADDRESS

CITY/STATE/ZIP REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER EMAIL ADDRESS: FAX NUMBER

**CITY OF HUTCHINSON
SEALED BID FORM**

Page 3 of 3

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ITEM NO	QUANTITY	DESCRIPTION	BID PRICE
#11		Mop Head - Hard frame - 36"	
#12		Wet Mop Head	
#13		Shop Rags	
#14		Shop Towels, 18" x 18"	
TOTAL BID IF ALL ITEMS LISTED ARE PURCHASED FROM YOUR COMPANY AT ONE TIME, INCLUDING ALL DISCOUNTS:			

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT UPON PROPER ACCEPTANCE BY THE CITY OF HUTCHINSON, A CONTRACT SHALL THEREBY BE CREATED. **THIS BID FORM MUST BE SIGNED!** SIGNATURE ACKNOWLEDGES RECEIPT OF ADDENDUM #_____.

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REMITTANCE NAME

STREET ADDRESS

REMITTANCE ADDRESS

CITY/STATE/ZIP

REMITTANCE CITY/STATE/ZIP

TELEPHONE NUMBER

EMAIL ADDRESS:

FAX NUMBER

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.

CURRENT COMMERCIAL CUSTOMER REFERENCE LIST
BID 21-01

THE FOLLOWING REFERENCES ARE SUPPLIED FOR _____.
(Vendor/Contractor)

ALL REFERENCES MUST BE CURRENT, COMMERCIAL CUSTOMERS.

COMMERCIAL REFERENCE

BUSINESS NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

YEARS SERVED: _____

MAY WE CONTACT THIS REFERENCE? _____

COMMERCIAL REFERENCE

BUSINESS NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

YEARS SERVED: _____

MAY WE CONTACT THIS REFERENCE? _____

COMMERCIAL REFERENCE

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ADDRESS: _____

YEARS SERVED: _____

MAY WE CONTACT THIS REFERENCE? _____

COMMERCIAL REFERENCE

BUSINESS NAME: _____

TELEPHONE NUMBER: _____

ADDRESS: _____

YEARS SERVED: _____

MAY WE CONTACT THIS REFERENCE? _____

REQUEST FOR BID 21-01

SPECIFICATIONS

Scope of Services shall include:

The City of Hutchinson is soliciting bids for the purpose of securing a contract for the rental and associated services for uniforms for specified employees of the City of Hutchinson. Vendors shall provide bids on the attached Bid Form, subject to the following items:

1. The contractor shall provide and rent to the City the number of uniforms as requested by the City and in the sizes of uniform apparel as required. Uniform apparel is defined to include one (1) uniform shirt (short or long sleeve) and one (1) pair of uniform pants. The color of uniform apparel is currently grey/blue pin striped shirt and navy blue pants. All garments shall be approved by the City for color, material, and acceptability. An alternative bid shall be provided for 100% cotton uniforms and will be utilized at the City's discretion. All garments shall be perma-press material. All garments shall have a garment number to allow for tracking. Contractor shall agree to provide at no additional charge, inclusion of one (1) standard screen or embroidered name tag, bearing the first name of the employee and such name tag is to be attached to the right breast pocket of the uniform shirt; and one (1) standard screen or embroidered emblem entitled "City of Hutchinson" (see attached copy of logo) and such emblem is to be placed above the left breast pocket of the uniform shirts. All name tags and emblems shall be uniform and consistent on all apparel. All changes in design or appearance shall be approved by the City of Hutchinson. In addition, the Contractor shall agree to provide name tags and/or emblems for purchase only at the City's request (price shall be as bid). Contractor shall provide samples of all proposed garments and patches at the request of the City.
2. Contractor shall furnish all necessary weekly cleaning services of the uniforms, ordinary repairs, size exchanges and alterations in waist or length of pants at no extra cost. Same number of uniforms turned in for cleanly each week shall be returned the following week. Special or major alterations, such as tapering pant legs and altering crotch of pants shall be billed at an additional charge.
3. Contractor shall provide uniform apparel to the following departments as listed, each employee will designate at time of order the desire for long or short sleeve shirts, and uniform pants. These selections shall remain the same for the length of the contract or until replacement uniforms are required:

Department	Approximate number employees per Department	Uniform Apparel Changes per week per employee	Total Uniform Apparel per employee
Central Garage-1500 South Plum	6	5	11
Street-1500 South Plum	25	5	11
Sewer Maintenance-1500 South Plum	11	6	13
Waste Water -3906 S. Halstead	14	6	13
Public Works Maintenance - 1500 S. Plum	11	5	11
Park-1600 S. Elm (Airport-1100 Airport Rd; Golf-15 Emerson Loop)	27	5	11
Utility Billing-125 East B	4	5	11
Water-1500 South Plum	12	5	11
Traffic Control-1600 S. Elm	2	5 plus 2 FR Long sleeve shirts	11

4. Contractor shall agree to provide the initial issue of all uniform apparel new at time of contract to all employees. New uniform apparel shall be initially furnished no later than December 28, 2020. Exceptions to this requirement shall be allowed for employees of the City working part-time, temporary or seasonal capacity. In the event of any changes in personnel, service for new or additional employees will be with uniform apparel as near equal to those in service as possible.
5. Contractor shall agree to provide all services to determine sizing per employee. Services shall be performed in sufficient time to allow delivery of all new initial uniform apparel no later than December 28, 2020.
6. The City of Hutchinson shall agree to pay the contract bid price on a monthly basis for the rental of the uniform apparel and related services. The contract period shall commence on January 1, 2021 and end on December 31, 2021, with a yearly renewal option not to exceed December 31, 2024 with mutual acceptance of both parties. All calculations shall be made on the daily base bid amount times the actual number of employees, times the number of changes per employee per week. The amount to be computed shall be on 52 weeks per year, with a three (3) week vacation/holiday credit given per employee each year. This credit shall occur the first three weeks of each contract year. If additional discounts are allowed in extension years (years 2022, 2023 and/or 2024), the additional discount amount should be so noted on the bid form in the appropriate space.
7. All uniform apparel shall remain the property of the contractor at all times. City agrees to pay for any uniform apparel lost, taken, stolen, destroyed or damaged beyond repair except for normal wear and tear during the duration of this contract period. The City agrees in the event of termination of any employee of the City who is provided with rental uniform apparel, that all uniform apparel issued to that employee shall be returned or payment made before reduction in weekly charges is permitted.
8. The Contractor shall deliver and pick up uniform apparel for each department on the same mutually agreed upon date of the week and locations (by department) during normal working hours unless otherwise agreed. In case of a change due to a holiday, the City shall be notified in writing at least one week prior to the change.
9. The Contractor agrees to remedy all shortages and/or errors in delivery of uniforms to departments in a maximum time period of 24 hours for temporary replacements and a

maximum time period of five (5) working days for permanent replacements following notification of such shortage and/or error, except in instances of special cuts. All reports of shortages and/or errors in delivery shall have verbal response within 1 hour of City's report to contractor to indicate action to be taken to correct matter.

10. The Contractor shall provide with their bid an outline of the procedures that will be followed to accomplish corrections of shortages, repairs and/or replacement of garments, and charges related to repairs and/or replacement of garments and the forms for notification of such. Contractor shall provide response to requests for repairs in writing.
11. The Contractor and City, shall mutually agree to comply with Blood Borne Pathogen Safety Procedures in order to comply with required Kansas Department of Humane Resources/OSHA regulations and/or all other applicable local, state or federal regulations.
12. The Contractor shall agree to participate in quarterly evaluation of services with City Employees. Copies of such evaluations shall be provided to both the Contractor and the City.
13. This agreement may be terminated by the City upon seven (7) days written notice in the event of substantial failure by the Contractor to perform in accordance with the terms or for failing to provide reasonable service according to prevailing standards of the industry in the area of the State and/or if the Contractor failed to meet the provision of this agreement. Either party may terminate this agreement upon sixty (60) days written notice if the other party has not provided, in the option of the party, satisfactory compliance to the agreement, and only after written notice. Performance under this agreement is subject to strikes, lockouts, wars, acts of God and any condition beyond the Contractor's control
14. Bids shall be evaluated on the basis of lowest cost per unit, and/or shall be awarded at the discretion of the City of Hutchinson for most cost effective and efficient purchase that best suits the City's needs.
15. Contractor shall notify the City of any, and all sub-contractors utilized to the contracted services.
16. In addition to uniform rental services, the contractor shall provide bid pricing for providing and supplying the following:

ITEM DESCRIPTION	ESTIMATED QTY	ESTIMATED USE OF LOCATION
Door Mat - 3' x 4'	66	Public Works Building, Airport, Park,, Traffic Control
Door Mat - 3' x 10'	6	Public Works, WWTP
Door Mat - 4' x 6'	14	WWTP
Laundry Bags, 29" x 38"	17	Public Works, Golf Course, Park, City Hall
Mop Head - Hard frame 18"	2	WWTP
Mop Head - Hard frame 24"	18	WWTP, Park
Mop Head - Hard frame- 36"	14	Park
Wet Mop	9	WWTP
Shop rags	Each	WWTP, Public Works
Shop Towels 18 x 18"	Each	WWTP, Public Works, Golf Course, Park

REQUEST FOR BID

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 "Bid Form" supplied by the City. When called for, bids must be itemized unit by unit in addition to a total net bid.
2. All Bids shall be valid for a period of forty-five (45) following the opening of the Bids. 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). Bids should be made without sales tax.
3. Payment will be made for the full contract amount within 21 days of completion of said services and receipt of invoices. 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. Specifications shall be construed as a minimum. Should the services offered exceed the specifications, it shall be acceptable.
5. 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.
6. The successful bidder to whom the Contract is awarded shall furnish within ten (10) days after the award, a Performance Bond in a sum equal to the amount of this Contract as guarantee to meet the requirements as set forth with the terms of the Contract. The form of these bonds will be furnished by the Purchasing Agent a copy of which is contained herein. These bonds must be properly executed by the Contractor and by a reliable corporate surety company, of recognized standing and acceptable to the Owner. These bonds must be accompanied by attorney-in-fact authority for signing the surety company's name on the bond. The Contract shall not be valid until the aforesaid bonds are furnished and approved by the Owner
7. A Bid Bond, Cashier's Check, Certified Check or Bank Draft in the sum of five (5%) of the Bid amount as specified in the Bid must be enclosed with all Bids as a guarantee that the vendor will, if awarded the Contract according to the terms of his Bid, enter into the Contract within ten (10) days after the award of the Contract. Said check, bond or draft is to be made payable to the City of Hutchinson. All Bid guarantees will be returned immediately following the opening of the Bids, except those of the two lowest bidders. Bid security of unsuccessful contractors will be returned after award of the Contract, except the check or draft of second lowest bidder will be held until the Contract of the successful Contractor is signed. The check or draft of the successful bidder will be returned as soon as possible consistent with adequate protection of the City. If a bidder is not represented at a letting, his bid security will be returned by mail to the address given in the Bid
8. The laws of the State of Kansas prohibit municipalities from purchasing equipment from vendors that do not comply with K.S.A. 44-1030 as amended by Chapter 194 of the 1972 Session Laws, commonly know as "Contract Compliance- The Kansas Act Against Discrimination." Therefore, the City invites Bids only from those vendors who are in compliance with this act and who agree to observe the provisions of the Kansas Act Against Discrimination.
9. 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.

10. The attached statement on property owned within the City of Hutchinson must be complete and returned with the Bid 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."
11. Whenever the City of Hutchinson lets Bids for goods or services, and the low Bid 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 Bid if:
 1. The quality, suitability, and usability of the goods or services are equal and fully comply with the minimum Bid specifications, and the vendor has the capability to adequately service the product.
 2. The amount of the Bid of the vendor domiciled within Reno County is not more than 5% greater than the amount of the low Bid if the low Bid is under \$10,000, or not more than 3% greater than the amount of the low Bid if the low Bid is greater than \$10,000.
 3. The Bid does not pertain to new construction or involve State or Federal Funding.
 4. The vendor domiciled within Reno County is willing to match the Bid 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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal, and _____, a corporation authorized under the laws of the state of _____ with principal office in _____ and authorized to transact business in the state of KANSAS as Surety, are held and firmly bound into the CITY OF HUTCHINSON hereinafter called the Owner, in the sum of _____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, said Principal has entered into a written Contract with the Owner dated _____, 20____, for the furnishing of all materials and doing of all the work of whatever kind required to COMPLETE THE UNIFORM RENTAL & SERVICE CONTRACT AS SPECIFIED IN BID 21-01 all in accordance with the detailed specifications for such work on file in the office of the CITY CENTRAL PURCHASING and in accordance with said Contract, a copy of which is, or may be attached hereto and which is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any kind and all duly authorized modifications of said Contract that may hereafter be made, then, this obligation to be void, otherwise to remain in full force and effect.

THE UNDERSIGNED SURETY, for value received, hereby stipulates and agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder, or of the specifications or other Contract Document accompanying same, shall in anywise affect its obligation on this bond and said Surety does hereby waive notice of any such extension of time, change, addition or modification.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said Surety has caused these presents to be executed in its name and its Corporate Seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in four (4) copies.

CORPORATE SEAL

Principal

CORPORATE SEAL

Surety

Attorney-in-fact

(A certified copy of the agent's power of attorney must be attached hereto.)