



RENO COUNTY  
206 West First Avenue  
Hutchinson, Kansas 67501-5245  
(620) 694-2929  
Fax (620) 694-2928  
TDD (800) 766-3777

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TO: ALL INTERESTED PARTIES  
FROM: BOARD OF COMMISSIONERS  
RE: NOTICE OF MEETINGS  
DATE September 2, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, September 6, 2016, in Commission Chambers to hold their Agenda Session.

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**AGENDA SESSION**  
**RENO COUNTY COMMISSION**  
**COMMISSION CHAMBERS OF COURTHOUSE**  
**Tuesday, September 6, 2016**  
**9:00 A.M.**

1. Roll Call:  
Deming \_\_\_\_\_ Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_
2. Pledge of Allegiance to the American Flag and Prayer
3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)
4. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
5. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.
  - a. Vouchers (bills or payments owed by the county or related taxing units) totaling \_\_\_\_\_.  
Motion for consent agenda items: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
Motion \_\_\_\_\_ Second \_\_\_\_\_  
Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_
6. Consider for approval a request by Public Works to purchase one 2017 ½-Ton 4x2 crew cab long bed pickup truck in the amount of \$23,657 from Allen Samuels Auto Group, Hutchinson. AI  
Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
Motion \_\_\_\_\_ Second \_\_\_\_\_  
Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_
7. Consider for approval a contract with VendTech Enterprises for armed security guard services at the courthouse. AI  
Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
Motion \_\_\_\_\_ Second \_\_\_\_\_  
Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_
8. Consider the purchase of courthouse security cameras, system storage for the security cameras and door access control system at a total cost of \$126,773.26. DI

9. Discussion of items added to the agenda
10. Extension Office Quarterly Report by Jan Steen
11. Adjournment

*Items listed on the agenda as "DI" (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as "AI" (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.*



## RENO COUNTY AGENDA REQUEST

Consider for approval the purchase of One (1) - 1/2 Ton 4 x 2, Crew Cab Long Bed Pickup Truck in the amount of \$23,657.00 from Allen Samuels Auto Group, Hutchinson, Kansas.

**PROPOSED AGENDA ITEM:** Hutchinson, Kansas.

**PRESENTED BY:** David McComb, Reno County Public Works Director

**RECOMMENDED ACTION:** Approval of Bid and Purchase

**BACKGROUND/DISCUSSION DATE:** Tuesday, September 6, 2016

**PROPOSED AGENDA DATE:** Tuesday, September 13, 2016

### FINANCIAL CONSIDERATIONS:

Cost: \$23,657.00 Funding Source: Is it budgeted? Yes

Fund/Dept.: 007 Effective Date: n/a

Revenue: n/a

Grant Amount: n/a Local Match: n/a

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? n/a

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?**

**If Yes, please explain:** n/a

**OTHER:** n/a

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available?

**One (1) - Half Ton 4 x 2, Crew Cab Long Bed Pickup Truck**  
**Receive Bids by 9:00 a.m., Monday, August 29, 2016**  
**Bid Award 9:00 a.m. Tuesday, September 6, 2016**

	<b>Allen Samuels Auto Group</b>	<b>MidWest Superstore</b>	<b>Midway Motors</b>	<b>Shep Chevrolet</b>
	1421 E. 30th Avenue Hutchinson 67502 620-860-4173 <a href="mailto:dthanksley@asag.net">dthanksley@asag.net</a> Chris Meek - Asst. Sales Mgr.	1100 E. 30th Avenue Hutchinson 67502 620-662-6631 <a href="mailto:ken@midwestsuperstore.com">ken@midwestsuperstore.com</a> Ken General Sales Mgr.	1200 E. 30th Avenue Hutchinson 67502 620-662-4421 <a href="mailto:tudyperrez@midwaymotors.com">tudyperrez@midwaymotors.com</a>	106 E. 2nd Haven 67543 620-465-2275 <a href="mailto:chuck@shepchvrolet.com">chuck@shepchvrolet.com</a>
<b>Year</b>	2017	No Bid	No Bid	2017
<b>Make</b>	Dodge			Chevy
<b>Model</b>	Ram 1500			1500 Silverado
<b>Warranty</b>				
<b>Bid Price</b>	\$23,657.00			\$27,145.00
<b>Total Price</b>	<b>\$23,657.00</b>			<b>\$27,145.00</b>

RENO COUNTY PUBLIC WORKS

BID REQUEST FOR:  
ONE (1) - 1/2 TON 4 x 2, CREW CAB LONG BED PICKUP TRUCK

PLEASE PLACE BIDS IN A SEALED ENVELOPE CLEARLY MARKED:  
"1/2 TON 4 x 2, CREW CAB LONG BED PICKUP TRUCK"

RETURN BID TO:  
RENO COUNTY PUBLIC WORKS  
ATTN: TINA MCCOMB  
600 SCOTT BLVD  
SOUTH HUTCHINSON, KS 67505  
ON OR BEFORE: MONDAY, AUGUST 29, 2016 @ 9:00 a.m.

These specifications are written with the intention of obtaining bids on like equipment. This equipment shall consist of a new current model (or new in stock model) each equipped with or exceeding the accompanying specification.

Reno County reserves the right to waive minor technicalities under this specification, and to reject any or all bids, and to accept the bid which, in its opinion, is in the best interest of Reno County.

The equipment shall meet the current Kansas Statute regarding size, weight, and load of vehicles.  
The equipment shall be delivered F.O.B. to the Reno County Public Works Facility at:  
600 Scott Blvd. South Hutchinson, Kansas.

If your bid is accepted, payment will be made on the County's next regular payment date after delivery and certification that specifications were met.

Questions regarding this bid may be directed to Don Brittain, Reno County Public Works Superintendent at 620-694-2976.

Net Cash Price:	\$	<u>23,657</u>
Extended Warranty:	\$	<u>N/A</u>
<b>Total Cash Price:</b>	\$	<u>23,657</u>

NOTE: List all available factory and dealership warranties:

3 years or 36,000 miles, Complete coverage  
5 years or 60,000 miles, Powertrain

Delivery Date: 8-12 weeks from award date +/- 2 weeks

Company Name: Allen Samuels

Company Representatives Email Address: jcox@asag.net

Company Representatives Printed Name: Jeff Cox

Signature: [Handwritten Signature] Date: 8-25-16

**RENO COUNTY PUBLIC WORKS  
BID SPECIFICATION  
1/2 TON 4 X 2, CREW CAB LONG BED PICKUP TRUCK**

**Make:** Ram 1500 Crew Tradesman 4x2 6'4" Bed  
**Model:** \_\_\_\_\_  
**Year:** 2017

On the line to the left please write whether the bid meets or exceeds the corresponding specification.

**FRAME**

- A.  GVW 6,650lb minimum.
- B.  Steel rails with riveted cross members.
- C.  Section modules (minimum).
- D.  Wheel base 131 in. minimum. 149"
- E.  Long bed. 6'4"
- F.  Front tow hooks.

**FRONT AXLE**

- A.  Springs - factory recommended for 1/2 ton.
- B.  Power Steering.
- C.  Tubular front shocks and front stabilizer bar.

**REAR AXLE**

- A.  Springs - factory recommended for 1/2 ton.
- B.  Gear ration 3.08 or factory recommended.
- C.  Tubular shocks.

**ENGINE**

- A.  V8 V-6 or V-8
- B.  Radiator maximum cooling as recommended by engine mfg.
- C.  Alternator 75 amp. minimum.
- D.  Engine oil cooler.
- E.  12 volt starter heavy duty.
- F.  Batteries to be 12 volt maintenance free, 625 CCA minimum.
- G.  Clutch fan as recommended by engine mfg.
- H.  Heavy duty dry type air cleaner.

**TRANSMISSION**

- A.  Automatic with over drive.
- B.  H.D. transmission oil cooler. Internal

**TIRES / WHEELS**

- A.  Front and rear tires to be P245/70R17 tubeless all season radials.
- B.  17" standard steel wheels.
- C.  Spare tire and wheel to be provided with underbed mount.

## FUEL TANK

- A.  One 26 gallon minimum right or left mounted.

## BRAKES

- A.  ABS brake system.

## MISCELLANEOUS EQUIPMENT

- A.  Standard factory interior with rubber/vinyl floor.  
B.  Front seat 40/20/40 split-bench and center fold-down armrest with storage.  
C.  Fresh air heater with defroster.  
D.  Below eye level type mirrors 6 x 9 inches minimum to clear 96 inches.  
E.  Speedometer / odometer.  
F.  Fuel gauge.  
G.  Oil pressure gauge.  
H.  Water temperature gauge.  
I.  Factory installed air conditioning.  
J.  Glove box.  
K.  AM/FM radio, factory installed.  
L.  Circuit breakers or fuse.  
M.  Tinted glass all windows.  
N.  Windshield wipers with intermittent feature and washers.  
O.  Heavy duty cab insulation.  
P.  Inside sun visors right and left.  
Q.  Headlights/turn signals.  
R.  Interior cab lighting.  
S.  All standard factory equipment as recommended by mfg.  
T.  Exterior paint colors to be white.  
U.  Cruise control.



Signature: Reno County Public Works Superintendent

8-15-2016

Date

Allen Samuels Chrysler Dodge Jeep Ram  
 1421 E 30TH AVE  
 HUTCHINSON, KS 675021235

**Configuration Preview**

Date Printed:	2016-08-25 6:32 PM	VIN:	Quantity:	1
Estimated Ship Date:		VON:	Status:	BA - Pending order
			FAN 1:	004GQ Reno, Kansas, County of
			FAN 2:	
			Client Code:	
			Bid Number:	TB7065
			PO Number:	
Sold to:	Allen Samuels Chrysler Dodge Jeep Ram (45689)	Ship to:	Allen Samuels Chrysler Dodge Jeep Ram (45689)	
1421 E 30TH AVE		1421 E 30TH AVE		
HUTCHINSON, KS 675021235		HUTCHINSON, KS 675021235		

Vehicle: 2017 1500 TRADESMAN CREW CAB 4X2 (149 in WB 6 FT 4 IN box) (DS1L91)

	Sales Code	Description	MSRP(USD)
Model:	DS1L91	1500 TRADESMAN CREW CAB 4X2 (149 in WB 6 FT 4 IN box)	33,495
Package:	26B	Customer Preferred Package 26B	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:			0
			0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:			0
Bid Number:			0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,195
		<b>Total Price:</b>	<b><u>34,690</u></b>

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	99
Customer Name:	Reno County		
Customer Address:	600 Scott Blvd		
	South Hutchinson KS 67505 USA		

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



## CONTRACT AWARD

## AGENDA ITEM #7

**Date of Award:**

**Contract ID:**

**Procurement Officer:**

**Telephone:**

**E-Mail Address:**

**Web Address:**

**Item:** Armed Security Guard Services

**Agency/Business Unit:** Reno County

**Period of Contract:** December 01, 2016 through December 31, 2016  
(With the option to renew for three additional 12 month periods)

**Contractor:** VENDTECH ENTERPRISE LLC  
250 N ROCK RD STE 360  
WICHITA, KS 67206-2243

**FEIN:** 26-4106871

**Contact Person:** Darrius L Wright  
**E-Mail:** [dwright@vendtechenterprise.com](mailto:dwright@vendtechenterprise.com)  
**E-Mail 2:** [info@vendtechenterprise.com](mailto:info@vendtechenterprise.com)  
**Local Telephone:** 316-689-6850  
**Cell Phone Number:** 316-308-6688  
**Fax:** 316-689-0662

**Amendments:** (1) Attached

**Payment Terms:** Net 15

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## 1. Terms and Conditions

### 1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- The State of Kansas Cash-Basis law, and all other applicable state and federal laws
- Reno County Purchase Policy
- The RFP and any amendments

### 1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

### 1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

### 1.4. Contract Formation

No contract shall be considered to have been entered into by the County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### 1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Reno County  
206 W. First Ave  
Hutchinson, Kansas 67501  
RE: Contract Number \_\_\_\_\_

or to any other persons or addresses as may be designated by notice from one party to the other.

### 1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### 1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Hutchinson, Reno County, Kansas.

### 1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Reno County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

### **1.9. Mandatory Provisions**

The provisions found in Section 4 "Contractual Provisions Attachment" (pg. 16-17) are incorporated by reference and made a part of this contract.

### **1.10. Termination for Cause**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The County Administrator shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as County may authorize in writing), the Administrator shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **1.11. Termination for Convenience**

The County Administrator may terminate performance of work under this contract in whole or in part whenever, for any reason, the Administrator shall determine that the termination is in the best interest of Reno County. In the event that the Administrator elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **1.12. Rights and Remedies**

If this contract is terminated, the County, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed, any completed materials. The County shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by County subject to any offset by County for actual damages including loss of federal matching funds.

The rights and remedies of the County provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **1.13. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the County, the Contractor assigns to the County all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the County pursuant to this contract.

### **1.14. Hold Harmless**

The Contractor shall indemnify the County against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The County shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to County property. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

**1.15. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**1.16. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the County. County may withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the County.

**1.17. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

**1.18. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

**1.19. Injunctions**

Should Reno County be prevented or enjoined from proceeding with the contract before or after contract execution by reason of any litigation or other reason beyond the control of the County, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**1.20. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

**1.21. Independent Contractor**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, worker's compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**1.22. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

### **1.23. Immigration and Reform Control Act of 1986 (IRCA)**

The contractor is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

### **1.24. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the County Administrator.

### **1.25. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this contract or services similar in nature to the scope of this contract to the County. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any county employee who has participated in the making of this contract until at least two years after his/her termination of employment with the County.

### **1.26. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

### **1.27. Confidentiality**

The Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render it unreadable.

### **1.28. HIPAA Confidentiality**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

### **1.29. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

### **1.30. Care of County Property**

The Contractor shall be responsible for the proper care and custody of any county owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the County for such property's loss or damage caused by the Contractor, except for normal wear and tear.

### **1.31. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any County employee at any time.

### **1.32. Retention of Records**

Unless the County specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

### **1.33. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Administrator and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Administrator with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain this approval may be grounds to terminate the contract for cause.

### **1.34. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the County any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

### **1.35. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the County to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **1.36. Prices**

Prices, outlined on page 15 of this document shall remain firm for each year of the contract with the option to request equitable adjustment during subsequent renewals. Prices shall be net delivered, including all

trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the County. Failure to provide available price reductions may result in termination of the contract for cause.

### **1.37. Financial Commitment**

Should the County's current or future financial situation not make it possible for the County to make firm, unalterable financial commitments; and in the event the County determines lack of funding requires a modification of this agreement, it reserves the right to renegotiate terms and conditions of the agreement with the Contractor. The contractor agrees to cooperate with the County in renegotiating this agreement should the County determine that such modification is necessary to manage the resources available to the County. In the event the County is subject to a formal funding reduction or allotment, the County reserves the right to alter or adjust the payment amounts or terms of this agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the contractor 15 days before such alterations or adjustments become effective. Should the contractor believe there is a need to modify other terms or conditions of the agreement, the County will, in good faith, negotiate regarding the terms of the agreement.

### **1.38. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires similar state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the county. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **1.39. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the County of Reno, State of Kansas, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the County. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the agency owes Contractors against debts owed by the Contractors to the agency, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

### **1.40. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The County is exempt from sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the County shall provide to the Contractor a certificate of tax exemption.

The County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### **1.41. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its

work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a county contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**1.42. Materials and Workmanship**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of County said issue is due to imperfection in material, design, workmanship or Contractor fault.

**1.43. Industry Standards**

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**1.44. Implied Requirements**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**1.45. Inspection**

The County reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

**1.46. Acceptance**

No contract provision or use of items by the County shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

**1.47. Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**1.48. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the County.

**1.49. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the

County of Reno. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**1.50. Transition Assistance**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to County to allow for a functional transition to another vendor.

**1.51. Integration**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

**1.52. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**1.53. Severability**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

## 2. Specifications

The primary purpose of the services requested is to provide Reno County with uniformed, armed and trained Security Guards in order to ensure the safety of, while affording maximum protection to, Reno County employees, members of the public, Reno County buildings, grounds and premises, personal property, and to any user of the Courthouse facilities and services.

It is anticipated that the uniformed Armed Security Guard force will act as a deterrent to anyone who may plan to commit an act of violence against persons and property in the Reno County Courthouse.

### 2.1 Background/History

The County intends to construct a security entrance at the front door of the Reno County Courthouse, and the project is expected to be completed on or before September 1, 2016. The plans are to use private armed security guards at the entrance to operate a walk-through scanner and a magnetometer, and to monitor security cameras. A sworn Deputy Sheriff will be designated as the County's Contact Person for the purpose of overseeing the execution of this Contract.

### 2.2 Location and Hours of Operations

The Security Guard services will be performed at the Reno County Courthouse at 206 West First Avenue, Hutchinson, KS 67501

Normal Operating Hours: Monday through Friday, from 7:00 a.m. to 5:00 p.m.

Exceptions to Normal Operating Hours: Reno County reserves the right to reduce or increase the hours of operation as necessary in order to serve Courthouse and Hutchinson Municipal Court operations.

Reno County Observed Holidays: The Courthouse will be closed during the following observed holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving Day
- (h) Friday after Thanksgiving Day
- (i) Commission Reprieve Day
- (j) Christmas Day

### 2.3 Scope of Work

Contractor will provide one armed security guard for each of three (3) work stations located at the Courthouse entrance during all Normal Operating Hours except as directed by the County.

The Armed Security Guard services include, but are not limited to the following:

Provide surveillance of all persons entering and exiting the Reno County Courthouse.

Inspect packages, briefcases, purses, duffel bags, and other items being brought into or being removed from the Courthouse, in order to prevent introduction into the Courthouse of firearms, explosive devices, and other weapons not allowed in a secure facility in accordance with Kansas law, or any other illegal contraband.

Conduct magnetometer screening.

Deter and report unauthorized personnel entry to the Reno County Sheriff's Department.

Provide monitoring of security cameras.

Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In case of such an event, Contractor will summon appropriate response agencies and then notify the Reno County Sheriff and County Administrator in accordance with applicable and standing orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

Safeguard and deter the commission of crimes against persons and property; summon the appropriate response forces; and assist those response forces as required.

Report all smoke and fire alarm conditions and any other indications of suspicious activities within the courthouse.

Maintain the scene of an incident or crime to protect evidence in accordance with established procedures.

Check all floors as staff leave for the day to insure that no unauthorized persons remain in the building.

Report immediately to the County Maintenance Department any potentially hazardous conditions and items in need of repair, including inoperative lights, slippery floor surfaces, and other safety-related issues that are reported or observed.

Maintain order within the assigned areas consistent with Armed Security Guard training and equipment so as not to unreasonably endanger property and/or persons.

Prepare required incident reports, including reports on accidents and fire alarms; maintain and make available all records in connection with the duties and responsibilities of the assignment.

When authorized, receive, safely keep, and turn over to appropriate persons, official mail, messages, and/or correspondence.

Receive and safely store lost and found articles pending return to owner or for appropriate safekeeping of, in accordance with Reno County procedures.

Summon professional medical assistance and/or call 911 in the event of injury or illness to Reno County employees or others while in the buildings or on Courthouse property.

In the event of emergency or unusual occurrence adversely affecting the interest of Reno County, summon appropriate assistance such as the local fire and/or law enforcement departments and immediately notify the Sheriff and County Administrator.

Perform other functions as necessary in the event of situations or occurrences such as disturbances or criminal acts adversely affecting the security and/or safety of the Reno County, its employees, property, and the general public lawfully in the buildings or on property of Reno County consistent with security force training and equipment so as not to endanger persons and property.

Observe and enforce posted rules and regulations covering the Reno County Courthouse.

Be helpful and, within reason, provide information or services requested.

Each guard has access to a logbook. All Armed Security Guards shall enter the following information into the logbook:

- (a) Accurately log all security activities during each shift.
- (b) Sign in and out before and after each shift.
- (c) Record at the beginning of each shift the condition of all items found on the check list (check list located at each security desk).
- (d) All Armed Security Guards shall indicate they have reviewed the log entries from previous shifts to be informed of all past activities, since their last shift at the Courthouse.

### **2.3 Supervision of Security Guard Force**

At all times, a Deputy Sheriff shall be assigned to be the County's contact person for the purpose of overseeing execution of this Contract.

### **2.4 General Requirements:**

The Contractor shall have been licensed as a security services company for at least three (3) consecutive years prior to execution of the contract.

Upon being awarded the bid and before the contract is signed, the Contractor shall employ Armed Security Guards employees licensed by the City of Hutchinson, Kansas.

Contractor shall maintain and provide attendance and vacation schedules of Security Guard personnel to the Reno County Sheriff and the Reno County Administrator.

Contractor is responsible for verifying Security Guard attendance at all posts and positions; and for maintaining all posts and positions fully manned at all times.

Contractor shall establish a notification system within ten (10) days of the signing of the Contract by both Parties, to process and respond to requests by authorized Reno County personnel for contingency support outside the normal operating hours. This plan shall be acceptable and approved by Reno County.

Contractor shall maintain a current roster of its employees assigned to the Reno County Courthouse premises. Contractor is responsible for ensuring that all its employees are promptly and correctly out-processed upon resignation, termination, or completion of employment, including sending an email to the Sheriff and County Administrator notifying and confirming to them of the same.

### **2.5 Qualification Requirements of Contractor's Personnel:**

#### **2.5.1 General:**

Contractor's personnel shall be qualified, efficient, and bonded.

Contractor's personnel must have integrity and shall conduct themselves at all times in a courteous, respectful, attentive, and trustworthy manner.

With respect to all security guard personnel to be assigned by Contractor to the Reno County Courthouse detail, Contractor shall provide to the Reno County Sheriff a complete criminal history report of all arrests and convictions for violations of all criminal statutes and ordinances and any other violations of law other than minor traffic code violations. Reno County retains the right in its sole discretion to object to the assignment of personnel based upon the information provided.

#### **2.5.2 Legal Status**

Contractor's personnel shall be citizens of the U.S.A. or legal U.S.A. residents who have been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who present other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work.

All of Contractor's personnel assigned pursuant to the Contract shall have reached the age of 21 years at the time of employment under the Contract.

### 2.5.3 Education, Experience, and Skills

Reno County expects Contractor's personnel assigned to the Reno County Courthouse to demonstrate the following qualities:

- (a) Ability to greet and tactfully deal with the general public, diplomats, delegates, and Reno County staff, as well as all other persons on Reno County premises.
- (b) Clear capability for reading understanding, communicating, and applying written and verbal orders, rules, and regulations, in English. Must be able to write clear and concise reports.
- (c) Use of good judgment, the possession of courage, alertness, and an even temperament.
- (d) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of emergencies and building evacuations.
- (e) Being perceptive, dependable, tactful, and punctual, and must have the ability to work and deal with people effectively.

### 2.5.4 Appearance and Conduct of Contractors Personnel

2.5.4.1 Appearance of Contractor's Personnel: Security Guards are expected to maintain a well-groomed, clean-shaven, clean appearance. Uniforms shall be clean and neatly pressed; hair and mustaches shall be neatly trimmed (no beards or long side burns are allowed); shoes shall be shined and in good condition.

#### 2.5.4.2 Conduct of Contractor's Personnel:

Armed Security Guards are expected to conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing services in the Courthouse.

Inappropriate conduct includes, but is not limited to:

- (a) Theft in any form or any other illegal activity while on duty.
- (b) Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- (c) Opening of desks, files and cabinet drawers in the private offices of Courthouse personnel.
- (d) Any form of gambling.
- (e) The consumption of intoxicating beverages within eight hours before shift, while on duty, or at any time on Reno County property.
- (f) The use of illegal drugs or controlled substances.
- (g) Sleeping while on duty.
- (h) Damaging or misappropriating Reno County property.
- (i) Submitting false official documents or false statements.
- (j) Smoking in any smoking area not specifically authorized for vendor personnel.
- (k) Any other act which has caused or could cause Reno County embarrassment as determined by Reno County.
- (l) The opening of any envelopes or reading any material contained in publications marked "Confidential" which come into a guard's possession while on duty.
- (m) The unauthorized disclosure of confidential information that guard is made aware of as part of the job requirements.
- (n) Sexual Harassment and Workplace Harassment

Armed Security Guards are expected to conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing services in the Courthouse.

Inappropriate conduct includes, but is not limited to:

- Theft in any form or any other illegal activity while on duty.
- Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- Opening of desks, files and cabinet drawers in the private offices of Courthouse personnel.
- Any form of gambling.
- The consumption of intoxicating beverages within eight hours before shift, while on duty, or at any time on Reno County property.
- The use of illegal drugs or controlled substances.
- Sleeping while on duty.
- Damaging or misappropriating Reno County property.
- Submitting false official documents or false statements.
- Smoking in any smoking area not specifically authorized for vendor personnel.
- Any other act which has caused or could cause Reno County embarrassment as determined by Reno County.
- The opening of any envelopes or reading any material contained in publications marked "Confidential" which come into a guard's possession while on duty.
- The unauthorized disclosure of confidential information that guard is made aware of as part of the job requirements.
- Sexual Harassment and Workplace Harassment

Contractor shall furnish Security Guards with:

Uniforms shall be of standard design and manufacture and of suitable quality and appearance. This includes seasonal uniforms.

Identification badges or metal security badges for each security officer.

A duty firearm for which the guard has been trained to carry and is proficient in its use.

One set of handcuffs

## **2.6 GENERAL NOTES**

Contractor will limit the use of the Courthouse for work and operations only. Except when at the Courthouse on personal business, off-duty Security Guards are prohibited from loitering within the Courthouse. Telephones, computers, and other office equipment are for official use only.

Contractor's personnel on break or at lunch are authorized to eat only in designated break rooms.

### 3. Costing Sheet

\$ 20.67 per hour for Armed Security Guard

#### 4. Contractual Provisions Attachment

##### 4.1. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

##### 4.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

##### 4.3. Termination Due To Lack Of Funding Appropriation

If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to any such equipment shall revert to contractor at the end of the County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

##### 4.4. Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the County or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of Reno County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

##### 4.5. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting organization.

##### 4.6. Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

##### 4.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the County or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the County and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

##### 4.8. Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

##### 4.9. Responsibility For Taxes

The County and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

- 4.10. **Insurance**  
The County and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 4.11. **Information**  
No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 4.12. **The Eleventh Amendment**  
"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 4.13. **Campaign Contributions / Lobbying**  
Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Amendment 1



RENO COUNTY  
Administration  
206 West First Ave.  
Hutchinson, KS 67501-5245  
620-694-2929  
Fax: 620-694-2928

June 23, 2016

Mr. Darrius Wright  
VP Director Business Development  
Vend-Tech Enterprise, LLC  
250 N. Rock Rd. STE 360  
Wichita, KS 67206-2243

Mr. Wright:

I want to follow up on our meeting from last week by informing you that we are requesting two amendments to the RFP for the Reno County Courthouse Security Entrance.

The first amendment is a result of the change in hours that the entrance will be open to the public. The RFP originally stated the hours would be from 7:00 am to 6:00 pm, Monday through Friday, except on designated holidays. We would like to amend the entrance hours to be from 7:00 am to 5:00 pm, Monday through Friday, except on designated holidays.

The second amendment is a change in the start date of the contract. Since the security entrance remodel project is running behind schedule, we are requesting to begin the contract on December 1, 2016.

If you have questions or concerns about these amendments, please contact me at your earliest convenience. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Meagher", written over a horizontal line.

Gary Meagher

In accordance with all contractual requirements set forth in these documents the two parties due enter into agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Contractor: **Vendtech Enterprises LLC**

Organization: **Reno County**

By: *Darrius S. Wright*

By:

Printed Name: Darrius Wright

Printed Name:

Title: VP, Director of Business Development

Title:

I hereby certify that the competitive bid/procurement laws of Reno County have been followed.

Reno County

By: \_\_\_\_\_

Gary Meagher  
County Administrator



**AGENDA REQUEST**

Approval to purchase Courthouse Security cameras, System Storage, and Door access control system.

**PROPOSED AGENDA ITEM:** \_\_\_\_\_

**PRESENTED BY:** Sgt. Troy Selby

**RECOMMENDED ACTION:** Approval

**BACKGROUND/DISCUSSION DATE:** 09/06/2016

**PROPOSED AGENDA DATE:** 09/06/2016

**FINANCIAL CONSIDERATIONS:**

Cost: \$126,773.26 Funding Source: Is it budgeted? Partial

Fund/Dept.: Project Fund & Courts Effective Date: \_\_\_\_\_

Revenue: None

Grant Amount: None Local Match: N/A

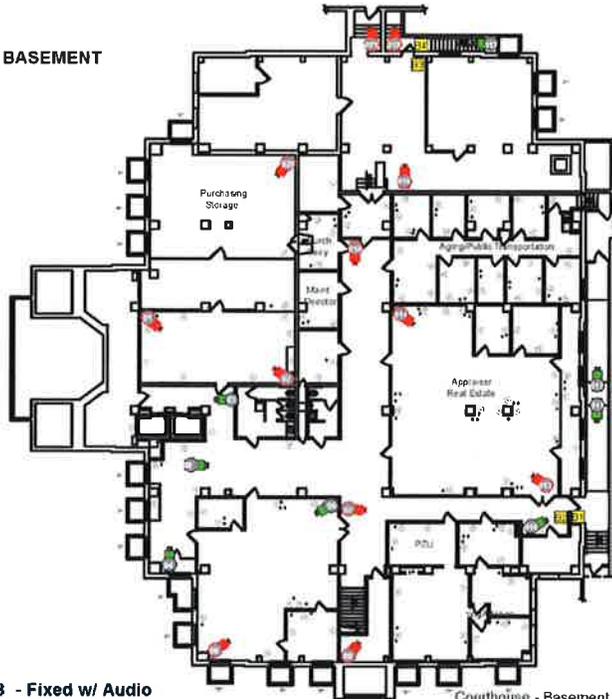
**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? No

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?**  
If Yes, please explain: No

**OTHER:** \_\_\_\_\_

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? No

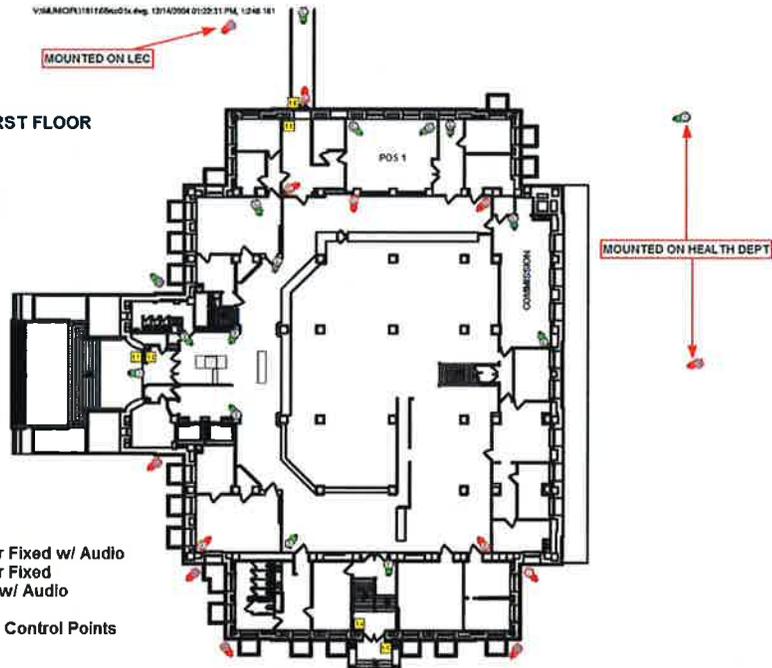
**BASEMENT**



- 8 - Fixed w/ Audio
- 12 - Fixed
- 4 - Access Control Points

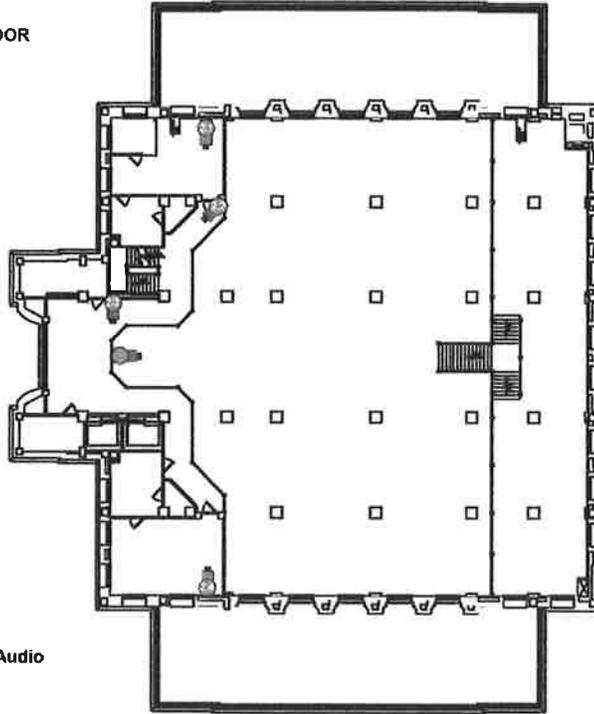
- 1 = Electrical Outlet
- 2 = Telephone Outlet
- 3 = Computer Drop
- 4 = Unopenable Window

**FIRST FLOOR**



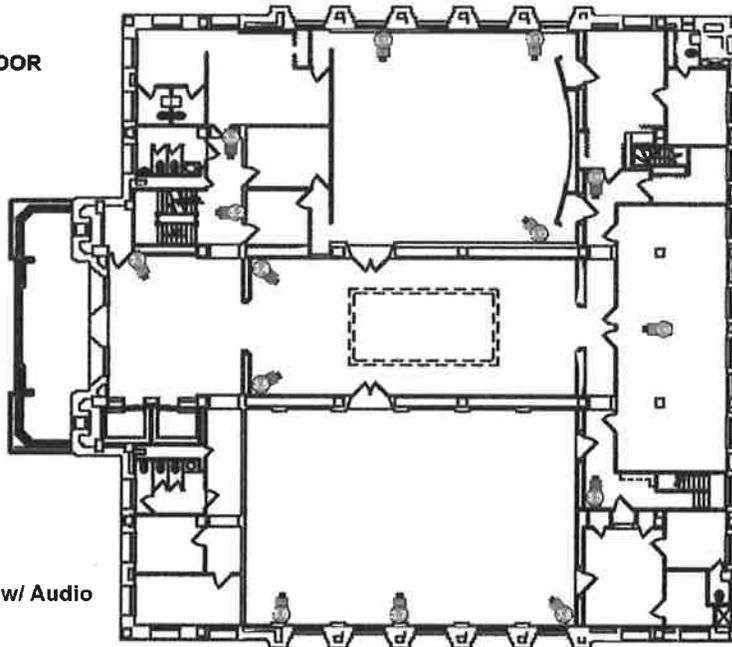
- 3 - Exterior Fixed w/ Audio
- 7 - Exterior Fixed
- 13 - Fixed w/ Audio
- 6 - Fixed
- 6 - Access Control Points

**SECOND FLOOR**



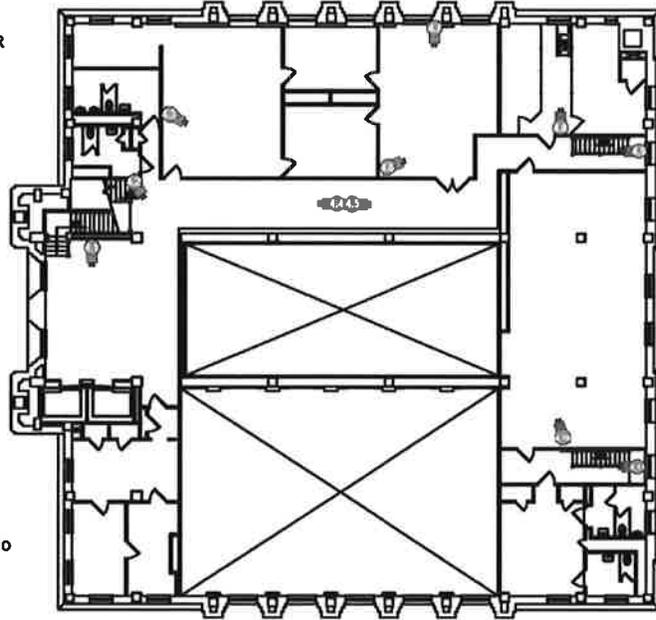
2 - Fixed w/ Audio  
3 - Fixed

**THIRD FLOOR**



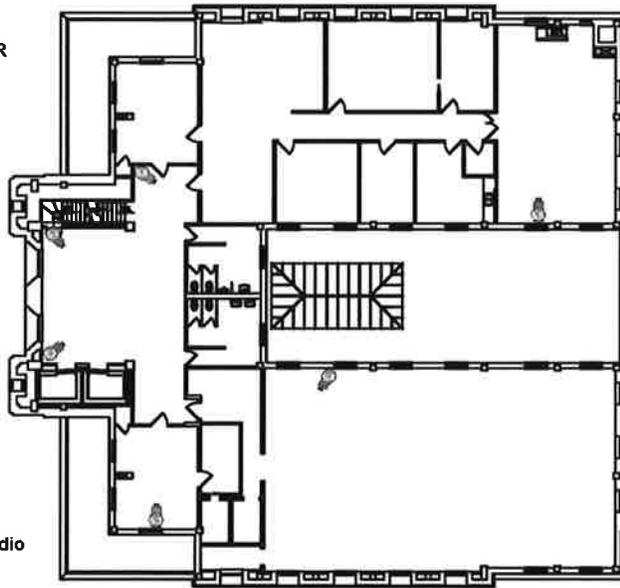
8 - Fixed w/ Audio  
6 - Fixed

FOURTH FLOOR



7 - Fixed w/ Audio  
4 - Fixed

FIFTH FLOOR



2 - Fixed w/ Audio  
4 - Fixed



**Communications Technology Associates, Inc.**  
 2007 S Hydraulic  
 Wichita, KS 67211 U.S.A.  
 Phone: (316) 267-5016 Fax: (316) 267-8903

**Quote**

No. **22175**  
 Date: 5/25/2016

Prepared for

Contact: Troy Selby Phone: (620) 694-2511  
**Reno County Courthouse (Main ID)**  
 206 West 1st Avenue  
 Hutchinson, KS 67501-5204 U.S.A.

Prepared by 1193 - Brett J. Kolasch

Account No. 51805  
 Account Phone: (620) 665-8800

Qty.	Item ID	Description	UOM	Sell	Total
95	4570TND30R5V2	Vitek Transcendent Series 5 Megapixel Outdoor WDR	EA	\$435.50	\$41,372.50
10	4571TWM03	Vitek Transcendent Vandal Dome wall mount	EA	\$21.50	\$215.00
1	08000300	Surveillance camera Mounting labor		\$3,675.00	\$3,675.00
28	4599ML1SF	Flush Mount Omni-Direction Microphone	EA	\$21.50	\$602.00
95	08000405	Firm Bid CAT5e 4-Pair wire runs - cameras	EA	\$125.00	\$11,875.00
1	99000007	Core drilling external mortar joints labor		\$1,200.00	\$1,200.00
75	76001701I	ICC 1-1/4-Inch Ivory Raceway 6-Foot Stick	EA	\$14.00	\$1,050.00
1	08000300	Conduit mounting and painting		\$1,050.00	\$1,050.00
6	2852191024GPOE	HP 24-Port 10/100/1000Base-T PoE 365w Switch	EA	\$1,085.00	\$6,510.00
6	78252488	24-Port CAT5e 19inch 8x8 568B PatchPanel	EA	\$40.00	\$240.00
3	99000007	Surge arrester for 8 cat5 data lines	EA	\$150.00	\$450.00
1	08000300	Network equipment installation labor		\$210.00	\$210.00
1	4500PAX682290	Paxton Net2 Plus 2 Door PoE Starter Kit	EA	\$1,309.00	\$1,309.00
3	4500PAX682230	Paxton Net2 Plus Single Door PoE Exp Kit	EA	\$623.00	\$1,869.00
10	4500PAX355110	Paxton KP50 Keypad/proximity reader	EA	\$208.00	\$2,080.00
1	4500ACO600S	600lb 12/24Vdc Single Door Magnetic Lock	EA	\$154.50	\$154.50
1	4500ACO600D	600lb 12/24Vdc Double Door Magnetic Lock	EA	\$252.00	\$252.00
2	4500HES9400	Slim Line Electronic Strike Plate Surface Mount	EA	\$375.00	\$750.00
2	4500PAX376310	Paxton E75 Door Exit Button	EA	\$55.00	\$110.00
25	4500PAX695644	Net2 Proximity Keyfobs (Box of 10)	EA	\$37.50	\$937.50
6	99000007	Magnetic Door Contact (N/C)	EA	\$5.00	\$30.00
500	74005016	22/8 Plenum Stranded Shielded Cable	FT	\$0.60	\$300.00
250	74001104	18/2 Riser Stranded Shielded Paging/Control Cable	FT	\$0.22	\$55.00
5	08000405	Firm Bid CAT5e 4-Pair wire runs - Door Access	EA	\$125.00	\$625.00
1	08000300	Door Access Control installation Labor		\$840.00	\$840.00

If you swap out the 5 Megapixel cameras with the 3 Megapixel cameras; there is a \$166 per camera cost savings. Total cost if using all 3MP is \$60,991.50.

Item Total: \$ 77,761.50

**Total: \$ 77,761.50**

Prices are firm until 9/5/2016

**Quoted by:** 1193 - Brett J. Kolasch

Date: 8/5/2016

**Accepted by:** \_\_\_\_\_

Adjusted cost for interior 3 Megapixel camera  
 plus exterior 5 Megapixel cameras \$53,339.50  
 Cost of Access Control System \$ 9312.00

Date: \_\_\_\_\_

Total \$62,651.50

Cost for storage & backup \$64,121.76

**GRAND TOTAL \$126,773.26**



# EMC Unity 300 Proposal



Prepared For: Reno County KS  
 Customer #:  
 Attention:  
 Project: EMC Unity 300  
 Date: 08/26/2016

Submitted By: Zach Ferdinand  
 Solution Architect  
 Phone: 6082981571  
 E-Mail: zachfer@cdwg.com  
 Quote #: 6000484596 V04

	Qty.	Part	Description	Unit Sell	Extended Sell
Hardware	1	D31DEMCK12KIT	UNITY 12 DRIVE DPE FLD INSTALL KIT	\$0.00	\$0.00
	1	D3SP-L9X4000-NL	UNITY SYSPACK 9X4TB NLSAS 12X3.5	\$5,415.53	\$5,415.53
	1	D31D24AF12	UNITY 300 2U DPE 12X3.5 DRIVE FLD RCK	\$4,637.52	\$4,637.52
	3	D3-PS07-4000	UNITY 4TB NLSAS 12X3.5 DRIVE	\$601.73	\$1,805.19
	9	D3-VS07-4000	UNITY 4TB NLSAS 15X3.5 DRIVE	\$601.73	\$5,415.57
	1	D3123F	UNITY 3U 15X3.5 DRIVE DAE FLD RCK	\$1,020.12	\$1,020.12
	1	D3SFP10I	UNITY 4X10GB SFP ISCSI/ETH CONNECTION	\$0.00	\$0.00
	1	D3SL10ICU	UNITY 2X4 PORT 10GBASE-T ISCSI IO	\$1,083.59	\$1,083.59
				<b>Hardware Total:</b>	<b>\$19,377.52</b>
Software	1	458-001-288	UNITY 300 BASE SOFTWARE + D@RE=IC	\$0.00	\$0.00
	1	458-001-440	RECOVERPOINT FOR VM STARTER PACKS	\$0.00	\$0.00
	1	458-001-374	RP BASIC FOR UNITY 300/300F =IC	\$0.00	\$0.00
				<b>Software Total:</b>	<b>\$0.00</b>
Support	1	M-PREHWE-004	PREMIUM HARDWARE SUPPORT (36 mos.)	\$6,394.46	\$6,394.46
	1	M-PRESWE-004	PREMIUM SOFTWARE SUPPORT (36 mos.)	\$0.00	\$0.00
				<b>Support Total:</b>	<b>\$6,394.46</b>
Services	1	PS-BAS-UXIMB	BASE IMPLEMENTATION	\$1,958.75	\$1,958.75
	1	CE-EVALPAKNXT	NXT VALPAK	\$443.99	\$443.99
	1	PS-BAS-UXIMREP	REMOTE REPLICATION IMPLEMENTATION	\$3,353.37	\$3,353.37
	1	CE-UNITYLRNCTR	UNITY LEARNING CTR VIDEO 1 TITLE=UC	\$532.79	\$532.79
				<b>Services Total:</b>	<b>\$6,288.90</b>
				Extended Sell	
				<b>Solution Total:</b>	<b>\$32,060.88</b>

Prepared By: Zach Ferdinand (Solution Architect)  
 Prices are contingent on final pricing approval from Manufacturer  
 Quote provided based on specification provided by customer. No workload validation has been done.  
 The terms and conditions provided on this link apply: <http://www.cdwg.com/content/terms-conditions/default.aspx>  
 Applicable Taxes and Shipping not shown.

64,121.76

2016—Q2 (April, May, June)

**AGENDA**

**ITEM #10**

## **Agriculture & Natural Resources/Horticulture**

- Master Gardeners held presentations on Yard & Garden Nuisance Animals; Flower Gardening, Seed Starting and Pollinators; Making Garden Mosaics; herb gardening demonstrations; Backyard Worm Composting; and Attracting Pollinators. The Master Gardeners continue to work with the Garden for Good program at Hutchinson Correctional Facility. The Master Gardeners also planned and held the 2016 garden tour—400 tickets were sold.
- Master Naturalist training concluded during this quarter.
- Presented Hands-On Mushroom Cultivation workshops.
- Held Youth Lawnmower Safety Clinic.
- Planted trial tomato and pepper plants from K-State at Garden for Good and Boys and Girls Club for evaluation.
- Planted Prairie Star annual trial plants at HCC demonstration garden.
- Held “Feeding Kansas Dinner & Dialog” meeting planned with the Kansas Rural Center.
- Gave 13 pesticide applicator tests for the plant science class at Buhler H.S.
- Held Reno County Canola Field Day. Also held Tractor Safety training jointly with McPherson Co.
- Presented “Makin’ Tracks” wildlife program to area schools.
- Hosted Sugar Cane Aphid planting date plot event.
- Worked the regional horse show.
- Answered questions on crops, ponds, pastures, lawn & garden weed identification and control, insects, tree diseases, tree selection, planting dates, and fruit/vegetable planting. Some field and yard visits were also performed.

## **4-H**

- Worked with county elementary teachers on chick embryology project. Delivered eggs, incubators, and supplies. Picked up chicks at the end of the project and delivered to pheasant farm in Pretty Prairie.
- Worked on producing county fair materials, setting up new fair year database, acquiring judges, and marketing the fair. Held fair promotion event at Third Thursday and attended Chamber Ag Committee meeting to promote fair.
- Performed animal tagging for those planning on showing at the fair.
- Youth attended 4-H Discovery Days and Sunny Hills Camp (as attendees and counselors).
- Planned Achievement Night location, menu, program, and date. Achievement Night will be Nov. 12, 2016.
- Held a 4-H photography class. Hosted county-wide 4-H rocket launch.

## Community Development & Technology

- Presented Severe Weather Safety program to area schools. Presented GPS and Geocaching technology program to area schools.
- Worked with Food Policy Council on grocery store, community garden, and farmer's market issues in South Hutchinson.
- Answered questions from local business owners, individuals, and organizations about: email; social media; online accounts; spreadsheets; Facebook; document scanners; Windows 10 upgrades; printer upgrades; wireless networking; uninstalling updates; using smartphones to e-mail; making DOS programs compatible with Windows 10; starting a business (grocery store) in Partridge; finding certified kitchens in the area to produce food to take to market.
- Worked at the Reno County Bike Safety Clinic.
- Held Reno County/South Hutchinson grocery store/entrepreneurship brainstorming session.
- Assisted with the South Hutchinson Farmer's Market opening night.
- Attended Rural Grocery Summit in Wichita.
- Proctored several exams in management, finance, business administration; and poultry processing science.

## Family & Consumer Science

- Multiple Medicare counseling appointments during this quarter.
- Assisted with Stroke Detection Day.
- Presented Walk Kansas Program to Interfaith Housing. Worked with Nickerson school nurse on signing up 506 kids for the Walk Kansas Program.
- Provided support for the Farm 2 U day with 411 third graders participating.
- Attended KanCare and Medicaid training; attended Positive Aging Day training events.
- Answered questions about: canning tomatoes and apple sauce; bee keeping; affordable health care insurance; beef soup bone preparation; Sirloin tips; how to clean clothing that contacted poison ivy; bug bites; how to ripen fruit; Medicare; cloth stain removal; supplemental insurance; dehumidifiers.

## All Departments—

School Enrichment presentations, Reno County Fair, Districting meetings, newsletter articles, training

## Upcoming Program Notes & Announcements:

Sep. 8: Master Gardener training begins; Sep. 24: BBQ Clinic; Oct. 15: Master Gardener Perennial Plant Swap @ Farmer's Market; Oct. 15—Dec. 7: Medicare Open Enrollment; Oct. 20: Extension Council Elections; Nov. 3: Reno County Extension Annual Meeting; Feb. 18: Kansas Cattle Drive

- **Estimated Educational Client Contacts (Q2): 15,980**
- **Visit Us Online for More:** <http://reno.ksu.edu> & <http://www.facebook.com/renoksre>

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**Agents and Staff:** Darren Busick, Agriculture/Natural Resources Agent; Joan Krumme, 4-H/Youth Development Agent; Pam Paulsen, Horticulture Agent; Jennifer Schroeder, Family & Consumer Sciences Agent; Jan Steen; Community Development/Technology Agent & Director; Cindy Gehring, Office Professional; Donna Phillips, Office Professional/4-H Program Assistant.