

*Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.*

## **AGENDA**

### **BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, March 14, 2018 | 2:30 p.m.**

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#### **TO BE HELD IN THE ANNEX COMMISSION CHAMBERS**

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**A. ROLL CALL:**

Howard    Waymire    Renoud    Oglesby    Dunn

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION:**

1. Invocation Led By Ken Morton, Elder, Church Of Christ, Ottawa.

**D. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

**E. PUBLIC COMMENT:**

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

**F. CONSENT AGENDA:**

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Franklin County Commission Meeting Minutes For March 7, 2018.
2. Consider And Approve Claim Vouchers And Tax Change Orders.

**G. ITEMS OF BUSINESS:**

1. Consider For Approval Solicitation Of Mowing Bids For Franklin County Properties. Paul Golden, Maintenance Director

Documents:

[2018 0314 mowing rfp cv.pdf](#)

[2018 0309 lawn maintenance full announcement.pdf](#)

2. Discussion To Finalize The Community Partners Funding For 2019. Janet Paddock, County Clerk

Documents:

[2018 0314 community partners cv.pdf](#)

**H. STAFF REPORTS**

**I. COMMISSIONER COMMENTS AND BOARD REPORTS**

**J. ENTER INTO EXECUTIVE SESSION TO DISCUSS AN INDIVIDUAL EMPLOYEE PURSUANT TO THE NON-ELECTED PERSONNEL MATTER EXCEPTION, K.S.A. 75-4319(B)(1).**

**K. CONSIDER A MOTION FOR ADJOURNMENT**

**L. INFORMATION AND ANNOUNCEMENTS:**

1. Upcoming Events

- Commission Study Session on Mar. 19, 2018 at 8:30 A.M.
- Commission Meeting on Mar. 21, 2018 at 8:30 A.M.
- Joint City/County/School Board Luncheon on Mar. 21, 2018 in Commission Chambers.
- Commission Meeting on Mar. 28, 2018 at 8:30 A.M.
- Commission Study Session on Apr. 2, 2018 at 8:30 A.M.
- Commission Meeting on Apr. 4, 2018 at 8:30 A.M.
- Commission Meeting on Apr. 11, 2018 at 8:30 A.M.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Paul Golden  
Department: Maintenance  
Date: March 14, 2018

## **AGENDA ITEM NARRATIVE**

Consider for approval solicitation of Mowing bids for Franklin County properties.

## **BACKGROUND**

The current three year contract has expired. I would prefer we do another one year contract with the possibility of two more years after, if content with first year of service.

## **SPECIFIC ACTION REQUESTED**

Consider for approval solicitation of mowing bids.

An affirmative motion in support of this item would read as follows, "I make a motion to approve the solicitation of mowing bids for 2018."

## **ATTACHMENTS**

2018 Mowing RFP

# Franklin County, Kansas Request for Proposals Lawn Maintenance Services



The Government of Franklin County, Kansas, (the County) is seeking proposals for the lawn care and maintenance of certain public areas as outlined in this Request for Proposal (RFP).

All bidders should be aware that this project is highly visible to the residents of Franklin County. The County is looking for a partner that represents constant professionalism, consistent deliverables and that strives to exceed the agreed upon services. Any Contractor responding to this RFP by submitting bids for services must be experienced, licensed, insured and competent to provide the specified services.

Contract pricing must be as outlined, and bids for services indicated must follow the format of the RFP using the attached RFP Response Form.

Sealed proposals are due on or before 12:00 p.m. on Friday, March 30, 2018. The envelope is to be clearly marked and submitted to the address listed below. Bids will be publically opened and read aloud at the Franklin County Courthouse, 315 S. Main, Ottawa, KS 66067 at 1pm in the Clerk's Office. Proposals not physically received by the County by 12:00 p.m. on Friday, March 30, 2018, will be returned, unopened to the firm. All proposals should be addressed to:

***Lawn Maintenance Services Proposals  
Clerk's Office  
315 S. Main St.  
Ottawa, KS 66067***

Two copies of a Contractor's proposal must be provided. Proposals **must be submitted on the attached form** to be considered. Faxed or emailed proposals will NOT be accepted. The selected Contractor(s) shall provide all personnel, equipment, machinery, tools, vehicles, fuel, transportation and insurance necessary to meet the contractual requirements as stated in this RFP. The County accepts no obligation for costs incurred by prospective bidders in anticipation of receiving an award pursuant to this RFP. Proposals shall become the property of the County.

It is the Contractor's responsibility to request clarification for any requirement in this RFP that is not understood. Any such request must be made in writing by either email or fax. All responses to requests for clarification will be made in writing as an addendum to the RFP and will be posted on the County's website. It is the sole responsibility of the bidding contractors to keep current with any and all addendums to the RFP.

If it becomes necessary to amend any part of the RFP, an amendment shall be provided to all suppliers. All amendments to the RFP shall be in writing and provided by the County Administrator or an authorized agent. Franklin County reserves the right to withdraw this RFP, at its sole discretion, from any or all suppliers at any time.

Questions about the RFP will be accepted from the RFP release date until 5:00 p.m. March 28, 2018. All questions for consideration regarding this RFP must be submitted in writing via email or fax and directed to County Administrator for resolution at [administration@franklincoks.org](mailto:administration@franklincoks.org) or fax to: 785-229-3449.

## **SECTION I – SCOPE OF WORK:**

### Lawn Care Specifications:

The tasks to be performed each time these lawn maintenance services are requested under the provisions of this contract include the following, at a minimum:

- A. Pick up all loose paper, cans, bottles, glass, branches, and other trash or debris that might be present on the site. Remove trash and debris from the site. The Contractor shall notify the Maintenance Director of persistent or excessive litter conditions on mowing days.
- B. Mow and trim grass and vegetation around buildings, structures, driveways, sidewalks, and curb. Mowing should occur as needed to maintain grass between 2 ½ to 3 ½ inches in length. Rotary mowers will be used in such a way that grass will be blown away from buildings, walks, obstacles, etc. Maintain appropriate speeds for safety and quality.
- C. The edges of all sidewalks and curbs exposed to turf shall be edged every other visit. This shall be done with a machine utilizing a vertical steel blade. Line trimmers may be acceptable equipment for this task.
- D. The sidewalks and other paved services shall be swept or blown off of all grass clippings after each mowing or edging operation. Clippings shall not be left in parking areas or in the streets.
- E. Raking: any time the grass clippings clump due to excessive height, it is to be raked and removed so as to leave the turf in a well-manicured condition.

The following locations shall be serviced by this contract. All locations are within the corporate city limits of Ottawa, Kansas:

- A. Franklin County Courthouse, 305 S. Main St (Courthouse Square)
- B. Franklin County Annex, 1418 and 1428 S. Main St.
- C. Franklin County Storage Facility, 1124 W. 7<sup>th</sup> St. Terrace
- D. Franklin County Justice Center, 226 S. Beech St.
- E. Franklin County Visitor's Center, 2011 E. Logan

## **SECTION II -- GENERAL CONDITIONS AND FINANCIAL PROVISIONS:**

**CONTRACTOR QUALIFICATIONS:** The successful Contractor must be properly licensed to do business within Franklin County and the City of Ottawa. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

**PRICING:** The Contractor warrants that its pricing shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

**HOURS:** Hours of lawn care and maintenance shall be Monday through Saturday with hours approved by the Maintenance Director. County observed holidays are exempt. Franklin County shall provide the Contractor with holiday schedules.

**TERMS OF CONTRACT:** The initial contract term will be from April 15, 2018, through October 31, 2018.

**CONTRACT AGREEMENT:** All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

**SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will

become part of the contract, if the proposal shall be deemed approved and accepted by Franklin County. In the event of a default on the part of the Contractor after acceptance, the County may take such action as it deems appropriate including legal action for damages or specific performance.

**PAYMENT TERMS:** Payment shall be made within 30 days following receipt of a correct invoice. Invoices must be submitted to:

Franklin County  
Attn: Maintenance Department  
315 S. Main St.  
Ottawa, KS 66067

Franklin County is responsible for all payments to the Contractor under this contract.

**SUBCONTRACTING:** The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

**CHANGES:** Franklin County shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

**GENERAL INDEMNITY:** The Contractor shall save and hold harmless, pay on behalf of, protect, defend and indemnify the Franklin County Government, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Franklin County or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by Franklin County or Franklin County officials (including the Board of Commissioners, the County Administrator, as well as Franklin County officers, agents, and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against Franklin County or Franklin County officials (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

**CONFLICT OF INTEREST:** All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of Franklin County. All Contractors must also disclose in writing with their proposal the name of any employee of Franklin County who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

**ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify Franklin County Government of any omissions or errors found in this document.

**INSURANCE COVERAGE:** During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Kansas, as well as employer's liability coverage with minimum limits of \$1 million, for bodily injury or disease per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract. The worker's compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against the County, its officers, agents and employees.
- B. General Liability – The Contractor shall provide and maintain Commercial General Liability Coverage with limits no less than \$1 million per accident. Such insurance shall name the county, its officers, agents and employees as additional insured.
- C. Business Automobile – The contractor shall provide and maintain Business Automobile Insurance to include liability coverage for all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1 million per accident.

**INSURANCE REQUIREMENTS:** Such insurance shall be placed with carriers that maintain an A.M. Best rating of A-, VII or better. Contractor shall notify Franklin County in writing immediately if any of the insurance policies required herein are cancelled or non-renewed for any reason.

**OTHER INSURANCE PROVISIONS:** The policy or policies are to contain an endorsement stating that Contractor's insurance is to be primary for losses that occur as a result of the Contractor's activities.

The Contractor must include a copy of their insurance certificate and required endorsements with their proposal package. Upon award of this contract, the selected Contractor shall add Franklin County as a Certificate Holder to their insurance policy.

**EVALUATION CRITERIA:** Franklin County, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

**AWARD OF BID:** Franklin County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on "BEST VALUE." "BEST VALUE" will allow Franklin County to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. "BEST VALUE" will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to Franklin County. Nothing in this RFP shall require Franklin County to accept any

of the proposals from the bidding Contractors. Franklin County reserves the right to reject any or all proposals.

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Contractor and the award for Lawn Care and Maintenance Services has been made, the successful Contractor will be notified within ten (10) working days of this award. Franklin County will notify the successful Contractor in writing.

**TERMINATION FOR CAUSE:** Franklin County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should Franklin County elect to terminate this contract for cause, Franklin County will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by Franklin County.

**TERMINATION WITHOUT CAUSE:** Franklin County and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

### **SECTION III – EMPLOYEE GUIDELINES:**

**DRUG POLICY:** The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with Franklin County's Drug-Free Workplace Policy.

**AUTHORIZED PERSONNEL:** While engaged in the performance of these Lawn Care and Maintenance Services, only authorized employees of the Contractor are allowed at the Franklin County location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

### **SECTION IV – SAFETY:**

**SAFETY:** The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title "Scope of Work". These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

**State and Federal Regulations:** The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

**County Maintenance Director:** Franklin County's Maintenance Director shall be given full access to inspect all aspects of the job, work zone, equipment, personal protective equipment and all areas and aspects of the job for compliance with OSHA, State, and Federal safety regulations. Should the Contractor fail to remedy any identified safety concerns, where feasible, the County Maintenance



Director shall have functional authority to halt work until said safety concerns are corrected to the County's Maintenance Director's satisfaction. Should the Contractor fail to remedy any verifiable safety concerns identified by the County Maintenance Director, the County, at its' option may cancel any agreement, reserving for itself any remedies it may have for breach of contract.

Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

**SECTION V -- SPECIAL CONDITIONS:**

PRE-PROPOSAL MEETING AND FACILITY TOUR: A Pre-Proposal meeting shall be held on Monday, March 19, 2018 at 9 a.m. at the West entrance of the County Courthouse. The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. It is also requested that the Contractors tour the facilities referenced in this RFP during this pre-proposal meeting. This pre-bid meeting is not mandatory, but your attendance is strongly recommended. No meetings or tours to review the Scope of Work for the Lawn Care and Maintenance Service will be held individually or separately before or after this pre-proposal meeting.

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the Lawn Care and Maintenance work is performed as required by the contract.

# Franklin County, Kansas Request for Proposals Lawn Maintenance Services



This form must be used to be considered.

## Services Requested:

	2018	2019	2020
<b>1. Lawn mowing, trimming, sidewalk edging, curb &amp; sidewalk control joints/weed removal (per cut price)</b>			
A. Fr Co Courthouse	_____	_____	_____
B. Fr Co Annex	_____	_____	_____
C. Fr Co Storage Facility	_____	_____	_____
D. Fr Co Criminal Justice Facility	_____	_____	_____
<b>2. Per hour rate for "As Needed" service</b>	_____	_____	_____

**Contractor Information: (Please Print)**

Business Name: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Business City, State, Zip: \_\_\_\_\_

Business Phone# : \_\_\_\_\_ Fax #: \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone # (if different from above): \_\_\_\_\_

Owner Signature

Date

Owner Printed Name

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Janet Paddock  
Department: Clerk's Office  
Date: 3/14/18

## **AGENDA ITEM NARRATIVE**

Discuss and finalize Community Partners Funding for 2019.

## **BACKGROUND**

Community Partners presentations were held on Monday, March 5, 2018. The attached management summary contains historical data regarding funding levels and has individual feedback from the Commissioners regarding this years presentations.

## **SPECIFIC ACTION REQUESTED**

Discuss and finalize Community Partners funding for 2019.

## **ATTACHMENTS**