NOTICE TO VENDORS

Invitations are extended for bids/proposals on the attached document.

ITEM: On-Call Services for Riparian & Buffer Tree Planting

USING DEPARTMENT: Kansas State University – Kansas Forest Service

PERIOD OF CONTRACT: July 1, 2020 through June 30, 2021 with five (5) one (1) year renewal options

GUARANTEE: none required

SCOPE OF INVITATION:

This contract will cover the procurement of on-call riparian forestry management services for Kansas State University’s Kansas Forest Service’s Riparian Restoration Initiative along the Big Blue and Little Blue Rivers and their tributaries, the Delaware River and its tributaries, and the Cottonwood and Neosho Rivers and their tributaries, as well as wherever else the Kansas Interagency Streambank Protection Team or the Kansas Forest Service deems necessary.

Pre-proposal conference shall be held at 11:00 AM CT, March 9, 2020 via Zoom or in person at the Kansas Forest Service state office, 2610 Claflin Road, Manhattan, KS 66502.

READ THIS INVITATION CAREFULLY

Inquiries about this Invitation should indicate the proposal number and be directed to the Purchasing contact. Return in a sealed envelope or other container only the signature page, cost page, and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.
**GENERAL INFORMATION**

Kansas State University was founded in 1863 as the country's first operational land-grant university. Kansas State University has campuses in Manhattan, Salina and Olathe; Global Campus, which serves distance education students; and K-State Research and Extension has a presence throughout Kansas. Forbes magazine, The Princeton Review and U.S. News & World Report have recognized the University as one of the best in America. More than 21,000 students from all 50 states and more than 100 countries attend Kansas State University. Students can choose from more than 250 majors and options in nine colleges: Agriculture; Architecture, Planning & Design; Arts & Sciences; Business Administration; Education; Engineering; Health & Human Sciences; Polytechnic; and Veterinary Medicine. The Graduate School offers more than 100 academic programs. From the 8,600-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the university is home to more than 90 research centers. Kansas State University is recognized by the Princeton Review as one of America's best colleges, and U.S. News & World Report lists the University among the top 75 public universities in the U.S.

**BACKGROUND**

The Kansas Forest is a state forestry agency housed with the College of Agriculture at Kansas State University. We provide public service to the people of the state through Fire Management, Rural Forestry, Community Forestry, Forest Health, Wood Utilization and Marketing, and Conservation Trees Programs. The vendors covered under this contract shall provide Riparian Forest Buffer and Tree Planting and Maintenance Services, and other associated general forestry services, to fulfill the legislative mandate 76-525d, (i), “for the multiple benefits such as water quality, streambank stabilization, erosion control, wildlife and recreation.”

**PURPOSE AND OBJECTIVES/SCOPE**

The Riparian Restoration Initiative entails preparing, planting, and maintaining (3 year regime typical) riparian buffers as an integral part of a series of civil-engineered bank stabilization projects along streams and rivers within the Kansas Interagency Streambank Protection Team priority watersheds, currently including the Tuttle Creek Reservoir watershed, Perry Reservoir watershed, and John Redmond Reservoir watershed. Buffers may start at the water's edge, and continue at the top bank and consist of (generally) a 70' width of trees, shrubs, and native grass from the top of bank as specified by the riparian buffer plan developed and managed by the Kansas Forest Service. Work may also include other general forestry practices such as timber stand improvement and invasive woody species control.

**BID PROCESS INSTRUCTIONS AND PARAMETERS**

1. **Proposal Reference Number:** The RFP number, listed on the first page, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Purchasing contact reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this Request except with designated participants in attendance ONLY DURING:

   - Negotiations,
   - Contract Signing,
   - As otherwise specified in this Request.

   Violations of this provision by vendor (also sometimes referred to throughout as "consultant") or University personnel may result in the rejection of the proposal.
2. **Negotiated Procurement:** This is a negotiated procurement. Final evaluation and award will be made by the University, through the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

   Jennifer Trevino/ Julie Wilburn, Purchasing Agent II, Purchasing
   Aimee Hawkes, Kansas Forest Service Budget & Fiscal Coordinator
   Andrew Klein, Kansas Forest Service Water Quality Forester

3. **Pre-Proposal Conference:** Pre-proposal conference will be held at 11:00 AM, March 9, 2020 via Zoom or in person at the Kansas Forest Service state office, 2610 Claflin Road, Manhattan, KS 66502.

   Zoom Meeting Instructions.
   a. Join Zoom Meeting: https://ksu.zoom.us/j/791244608
   b. Meeting ID: 791 244 608
   c. Dial by your location
      +1 669 900 6833 US (San Jose)
      +1 646 876 9923 US (New York)

   Attendance is **expected** at this pre-proposal conference or via Zoom. Questions to be addressed at the conference may be submitted in writing by sending them to the K-State Purchasing contact (e-mail kspurch@k-state.edu and ajklein@ksu.edu, or FAX 785-532-5577) prior to close of business on 03/07/2019. Impromptu questions will be permitted and spontaneous unofficial answers provided, however vendors should clearly understand that the only official answer or position of the University will be in writing.

4. **Questions/Amendments:** Questions requesting clarification of the Request for Proposal must be submitted in writing to the Purchasing contact indicated on page 1, prior to the close of business on 3/16/2020. Each question or clarification should reference the appropriate RFP section. Answers to questions will be available in the form of an amendment on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/).

   Failure to notify the Purchasing contact of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the University. Any modification to this Request shall be made in writing by amendment and posted on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/). Only written communications are binding.

   It shall be the responsibility of all participating vendors to acquire any and all amendments and additional information as it is made available from the website cited above. Vendors are required to check the website periodically for any additional information or instructions.

5. **Appearance Before Committee:** Any, all, or no vendors may be required to appear before the PNC to explain the vendor’s understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the University may award without conducting negotiations, based on the initial proposal. The University reserves the right to request information from vendors as needed. If information is requested, the University is not required to request the information of all vendors.

   Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor’s revised offer.

   No additional revisions shall be made after the specified cut-off time unless requested by the PNC.
6. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

7. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

   A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

9. **Modification of Proposals:** A vendor may modify a proposal by written letter, email, or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Purchasing contact at the Purchasing Office prior to the closing date.

11. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language, or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

12. **Evaluation of Proposals:** The University will review all proposals received. The criteria that will be used to evaluate proposals may include but is not limited to the following. Additionally, though no weighted value is assigned, consideration may also be given to, by way of example:

   a. Adequacy and completeness of proposal
   b. Vendor's demonstrated understanding of the project
   c. Compliance with the terms and conditions of the Request
   d. Information provided in the proposal in response to the **RFP RESPONSE CONTENT REQUIREMENTS**
   e. Response format as required by this Request
   f. Cost

The University reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The sole purpose of the evaluation process is to determine which proposal best meets the University’s needs.

Depending on the responses, the University may implement a multi-stage process in which the University will first elevate a certain number of proposers to compete in the next level.

The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the University.
13. **Acceptance or Rejection:** The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

14. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

   Kansas State University  
   Purchasing Office  
   2323 Anderson Ave., Suite 500  
   Manhattan, KS 66502

Bid results may be obtained by attending the public bid opening or by requesting a bid tabulation from K-State Purchasing Office. Results may be obtained after contract finalization by sending the contract proposal number for each tab requested to kspurch@k-state.edu

Copies of individual proposals may be requested under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released, subject to any applicable exceptions to disclosure as set forth in the KORA. More information regarding the Kansas Open Records Act is available at [http://www.k-state.edu/policies/ppm/3000/3060.html](http://www.k-state.edu/policies/ppm/3000/3060.html)

Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

15. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the University. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled “Proprietary” on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Kansas State University does not guarantee protection of any information which is not submitted as required.

16. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: “Exceptions”

17. **Notice of Award:** An award is made on execution of the written contract by all parties.
18. **News Releases:** Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

19. **Submission of Proposals:** Vendor’s proposal shall consist of one (1) original and one (1) copy and one (1) electronic version of the Proposal, including signature sheet, cost proposal form, applicable literature and other supporting documents, submitted in a sealed container. E-mailed or faxed proposals are not acceptable.

20. **Deadline to Submit Proposal:** Vendor’s proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

   Kansas State University
   Purchasing Office
   Proposal # (*Indicated on Page 1*)
   Closing Date: (*Indicated on Page 1*)
   2323 Anderson Ave., Suite 500
   Manhattan, KS 66502

   All bids shall be on the Kansas State University Signature Sheet and Cost Proposal forms, and submitted with all other responses required in the RFP RESPONSE CONTENT REQUIREMENTS section below. Under all circumstances it shall be the vendor’s responsibility to insure its bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

   Proposals received prior to the closing date shall be kept secured and sealed until closing. The University shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

**RFP RESPONSE CONTENT REQUIREMENTS**

The consultant shall include the following in its response to this RFP in the same order as listed:

1. Provide a brief history of your company and expertise in providing support services as described above. Additionally, include a narrative of the vendor’s business entity and each subcontractor if any. The narrative shall include the following:
   a. date established;
   b. ownership (public, partnership, subsidiary, etc.);
   c. number of personnel, full and part-time, assigned to the proposed project by function and job title;
   d. resources assigned to this project and the extent they are dedicated to other matters; and
   e. organizational chart.

2. Demonstrate experience with clients in the public sector and higher education, ideally peer land-grant public universities. The University needs to have a high degree of confidence that the consultant would bring ample public sector and operational best practice knowledge to the project, and in addition, would be able to work within the University environment to achieve the objectives of this project. Moreover, proposals shall contain a concise description of vendor’s capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

3. Outline the proposed approach, methodology, work plan, and schedules to accomplish each of the tasks requested, as listed in the **SCOPE OF SERVICES** section.
4. Provide a fixed cost total and breakdown for each section of each of the tasks requested, as listed in the **SCOPE OF SERVICES** section. Also, complete the cost proposal form that is part of this RFP. In lieu of a fixed cost, describe any other cost basis you may want the University to consider for conducting this work, and method for ensuring accountability. Any cost must remain consistent throughout the Term of the contract.

   a. Include the hourly rate breakdown of the proposed team and the hours expected from the team broken down by each level.
   b. Travel costs should be included in the cost breakdown.
   c. Proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Kansas State University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation. The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Please note, consultants are not to inflate prices/cost in the initial proposal as they will be a factor in determining who may receive an award or be invited to formal negotiations.

5. Provide a schedule for completion of the work that comports with the required timelines set out under **ADDITIONAL CONTRACT REQUIREMENTS**.

6. An acknowledgment and assurance to agree to the required contract terms listed and described under **ADDITIONAL CONTRACT REQUIREMENTS**.

7. An acknowledgment and assurance of the following:

   a. the vendor is a corporation or other legal entity;
   b. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
   c. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
   d. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
   e. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
   f. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the University the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for exclusion of the proposal at the option of the University; and
   g. the vendor has not been retained, nor has it retained a person to solicit or secure a University contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

8. No additional charges will be allowed for University’s use of its business procurement credit card. Please indicate if you will accept the University’s procurement credit card for payment on the cost proposal form.
9. Any insurance policies and limits, as evidenced by a certificate of insurance, that apply to the services provided as part of the project.

10. Include proposed team bios with applicable experience.

11. Provide a minimum of three (3) client references who can discuss their experiences working with the consultant. Company name, contact, phone number and email address information shall be included for each reference.

12. Give the complete mailing address of the consultant and have the proposal signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract’s contact will be a different individual, indicate that individual’s contact information for communication purposes.


14. Tax Clearance Certificate: A “tax clearance” is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process please go to: http://www.ksrevenue.org/taxclearance.html

SCOPE OF SERVICES

The contractor submitting a bid shall provide cost proposals for each of the task categories below. The University reserves the right to exercise each option independently or together with other tasks.

Required Contractor Skill Set:

I. Riparian Site Preparation:

1. Delineate planting area by vegetation type, for direct seeding and seedling rows.

2. Physical marking of buffer boundaries with t-posts/PVC sleeves.

3. Herbicide treatment to prepare site for planting.

4. Rough terrain mowing of grasses, broadleaf weeds, and light brush.

5. Heavy mechanical brush mulching (typical equipment: skid steer with forestry mulcher or mulcher mower).

6. Subsoiling/Ripping to a minimum of 20”.

7. Primary tillage (chisel plow, vertical tillage, heavy disking), secondary tillage (field cultivating, rotary tilling, standard disking) and finish tillage (harrowing, light disking) operations.

8. Hand crew labor with appropriate tools for site clearing and preparation, especially following flood events.


II. Riparian Buffer Planting:

1. Sowing cover crop using broadcast/incorporate/cultipack methods, and standard and no-till drilling methods.

2. Terminating cover crop using herbicide, mowing, and roller/crimper methods.

3. The planting of bare root and small and large containerized shrub and tree seedlings, and live cuttings, using a tree planting machine, planting bar, and/or other specialized hand and machine planting equipment.
4. The planting of native grass, shrub, and tree seed using mechanical and/or hand broadcast/incorporate/cultipack methods.

5. The planting of native grass, shrub, and tree seed using a conventional and no-till drill.

6. The planting of shrub and tree seed using a mechanical in-row large seed no-till planter.

7. Installing tree/shrub shelters and/or row markers.

III. Forest Buffer Maintenance

1. The performance of site checks at two to six week intervals to assess and address weed and grass control, growth/competition, animal damage, flood/weather damage, seedling survival, and stand density.

2. Weed control using broadcast, banding, and spot herbicide applications, mowing, and/or light tillage.


4. Reestablish seedlings or seed to meet minimum survival rates (yearly, if needed).

5. Coppicing and thinning of trees and shrubs.

6. Timber stand improvement work in existing forests that are integrated into the project area.

IV. Other Items of Note

1. Project sites will occur along the Big Blue and Little Blue Rivers and their tributaries, the Delaware River and its tributaries, and the Cottonwood and Neosho Rivers and their tributaries, as well as wherever else the Kansas Interagency Streambank Protection Team or the Kansas Forest Service deems necessary.

2. Although landowners are required to provide adequate site access to contractors, access may be complicated by weather or field conditions. Thus, it is recommended that contractors possess equipment which is highly mobile in agricultural field settings (i.e. ATVs, narrow width tractors, four-wheel drive, etc.). A three-point hitch equipped tractor will be required if using a tree planting machine for buffer establishment. Professional relationships between the landowner, the contractor, and the Kansas Forest Service are essential for the success of riparian area restoration.

3. Contractor will be responsible for the purchase of plant material (seed, seedlings) as well as hardware (t-posts, tree shelters, herbicide) associated with projects. Occasionally, seed and/or seedlings will be supplied by the Kansas Forest Service or others, as part of the official buffer plan, thus those materials will not be billed. Tree planting machines, no-till drills, native grass drills, and other specialty planting equipment is available for rent through Kansas Forest Service, or other entities.

4. Regular and thorough communication between the contractor and the Kansas Forest Service is essential for the success of riparian area restoration. Written communication (progress reports, Work Notices to Proceed, etc.) will be highly utilized. Cellular enabled mobile devices may be utilized for sharing real-time mapping communications through the Kansas Forest Service GIS applications.

V. Required Contractor Certifications

1. Commercial Pesticide Applicator License

TIMELINE FOR AWARD

The University expects to make an award by 12/20/2019. This timeline is an indication only and may change at the University’s discretion.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued</td>
<td>3/3/2020</td>
</tr>
<tr>
<td>Pre-Bid Meeting via zoom</td>
<td>3/9/2020 at 11:00 AM CT</td>
</tr>
<tr>
<td>Questions due</td>
<td>3/16/2020 by 5:00 PM CT</td>
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ADDITIONAL CONTRACT REQUIREMENTS

The successful consultant will be required to enter into a written contract with the University. In addition to the above identified Scope of Services, the following described terms also are required to be included in the final contract for the project:

1. **Standards Provisions Attachment**: Incorporate by reference into the final contract the University’s standard contractual provisions (without changes), known as “KSU-146a” and available via the following link: [https://www.k-state.edu/policies/ppm/3000/3070.html](https://www.k-state.edu/policies/ppm/3000/3070.html), as set forth in that document. The other contract documents shall not include any language superseding the KSU-146a.

   1. **Price**: Prices shall remain firm for the contract period. Prices quoted are to be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract. Prices shall remain firm throughout the contract period. Price increases are subject to negotiation and shall not exceed five percent (5%) of the existing contract. The University reserves the right to accept, amend or deny any such price increase. On the contract renewal date, the price may be adjusted up or down (maximum 5%) keyed to market conditions. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract shall be terminated and re-bid.

2. **Payment**: Payment Terms are Net 30 days. Payments shall not be made for costs or items not listed in the consultant’s response.

3. **Timing**: Information gathering, analysis and recommendations must commence within 1 month of contract award with completion of all tasks within 4 months. Timing is subject to extension only with university approval.

4. **No Damages for University Delay**: Should the University be prevented or enjoined from proceeding with the project before or after contract execution by reason of any litigation or other reason beyond the control of the University, consultant shall not be entitled to make or assert any claim for damage by reason of said delay.

5. **Retention of Records**: Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and make available 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.
   a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years.
   b. The Contractor agrees that authorized federal and state representatives, including but not limited to, University personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine consultant’s records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to the University.

6. **Hold Harmless**: The Contractor shall indemnify the University 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.

7. **Data and Other University Property**: Contractor must agree to return any or all data furnished by the University promptly at the request of the University in whatever form it is maintained by Contractor. On the termination of
expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the University, will destroy or render it unreadable.

8. **Subcontractors**: The Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

9. **Termination for Cause**: The University may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
   a. the Contractor fails to make delivery of goods or services as specified in this contract; or
   b. the Contractor provides substandard quality and/or workmanship;
   c. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The University 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 University may authorize in writing), the University 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.

10. **Termination for Convenience**: The University may terminate performance of work under this contract in whole or in part whenever, for any reason, the University shall determine that the termination is in the best interest of the University. In the event that the University 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.

11. **Rights and Remedies**: If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any gathered information, and substantially completed analyses, reports, and other completed materials. The University 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 and/or goods were accepted by the University subject to any offset by the University for its damages. The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

*****Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid.*****
Closing Date: April 6, 2020

Item: On-Call Services for Riparian & Buffer Tree Planting

Department: Kansas State University – Kansas Forest Service

SIGNATURE SHEET

We submit a proposal to furnish goods and services during the contract period in accordance with the specifications.

LEGAL NAME OF PERSON, FIRM OR CORPORATION ________________________________

WEBSITE _____________________________________________________________________

TELEPHONE NUMBER____________________ FAX NUMBER _________________________

E-MAIL _____________________________________________________________________

ADDRESS ___________________________________________________________________

CITY & STATE________________________________________________ ZIP CODE ________

SIGNATURE __________________________________________

TYPED NAME OF SIGNATURE __________________________________________

TITLE _____________________________________________________________

DATE _____________________________________________________________

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

ADDRESS ___________________________________________________________________

CITY & STATE________________________________________________ ZIP CODE ________

TELEPHONE NUMBER____________________ FAX NUMBER _________________________

E-MAIL _____________________________________________________________________
COST PROPOSAL

Vendor Name: ________________________________

Select materials not to be included in RFP, and will be billed at current market price. Including but not limited to: cover crop seed, native grass seed, tree and shrub seed, large containerized tree. Noted on each practice. Price is per one repetition per unit. Billing multiple repetitions is allowable. Bidder may opt of bidding on and performing practices of their choice.

1. Light Draft, Trailed Implement per acre $__________
   a. e.g. Harrow/disk/cultivator/roller/crimper/landscape rake
2. Light Draft, Powered Implement per acre $__________
   a. e.g. Mower/power rake
3. Medium Draft, Powered Implement per acre $__________
   a. e.g. Rototiller/spader/power harrow/rock picker
4. Heavy Draft, Trailed Implement per acre $__________
   a. e.g. Subsoiler, root rake
5. Broadcast herbicide per acre $__________
   a. Burndown
6. Broadcast herbicide per acre $__________
   a. Pre-emerge
7. Broadcast herbicide per acre $__________
   a. Post-emerge
8. Banding herbicide per acre $__________
   a. Pre-emerge (3,750 lineal feet per acre typical)
9. Banding herbicide per acre $__________
   a. Post-emerge (3,750 lineal feet per acre typical)
10. Broadcast/Incorporate/Cultipack seeding (excluding seed) per acre $__________
11. Nut Planter Seeding – (excluding seed) per acre $__________
   a. typical 4 ft row spacing; 10,575 lineal feet per acre
12. Drill Seeding (excluding seed) per acre $__________
13. Bareroot seedling machine planting (including seedling) per seedling $__________
14. Bareroot seedling hand planting (including seedling) per seedling $__________
15. Small Containerized machine planting (including seedling) per seedling $__________
16. Small containerized hand planting (including seedling) per seedling $__________
17. Large containerized hand planting (labor only, materials separate) per tree $__________
18. Tree shelter and installation – 5’ shelter w/stake per shelter $__________
19. Row markers and installation per marker $__________
20. Boundary markers and installation – t post and PVC sleeve per marker $__________
21. Hand labor (shelter reinstallation, flood debris clean up, etc) per man hour $__________
22. Medium equipment (skid steer, tractor, etc) w/operator miscellaneous per hour $__________
   e.g. Dozer Minor Cut/Fill Excavation, Flood Debris On-site Dispersal, & Final Finish Grading
23. Heavy Tree/Shrub Site Preparation per hour $__________
   e.g. Dozer Minor Cut/Fill Excavation, Flood Debris On-site Dispersal, & Final Finish Grading
24. Heavy Mechanical Brush Mulching per hour $__________
   e.g. skid steer with forestry mulcher
25. Light truck w/w/o trailer mobilization per mile $__________
26. Heavy truck w/trailer mobilization per mile $__________
27. Monthly Inspections & reporting per site $__________
28. Mark Up on materials purchased (actual wholesale, no retail accepted) %
29. Mark up on Subcontractors hired (if applicable to your operations) %

The University offers no guarantee of quantities or annual spend for this contract.

Is your pricing available to political subdivisions of the State of Kansas? Yes / No

Electronic Copy Submitted By: _____ E-mail _____ USB _____ CD

Payment Terms: ____________ Will P-Card be accepted for payment? Yes / No
Will ACH (direct deposit) be accepted for payment? Yes / No